

Exhibit “A”

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **"CARES Act"** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **"Coronavirus Relief Fund"** or **"CRF"** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **"GeorgiaCARES"** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **"Grant"** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **"Grant Agreement"** or **"Agreement"** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **"Grantee"** means the undersigned local unit of government.
7. **"OPB"** means the Governor's Office of Planning and Budget.
8. **"Parties"** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **"State"** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Blue Ridge city

Street Address

480 West First Street

City

Blue Ridge

State

GA

Zipcode

30513

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residually-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Blue Ridge city

Advance Amount: \$22,943.99

Total Amount: \$76,479.97

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Donna Whitener
Title: Mayor
Email: dwhitener@cityofblueridgega.g
Phone Number: 7064558280

2. Authorized User Two (Optional)

Name: Alicia Steward
Title: Finance Director
Email: astewart@cityofblueridgega.gov
Phone Number: 7066322091

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Donna Whitener
(Authorized Representative of Grantee)

Signature: Donna Whitener
Donna Whitener / Jul 31, 2020 12:55:03 PM

Title: Mayor

Date: Jul 30, 2020

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Donna Whitener (Print Name), am the Mayor (Title) of Blue Ridge city ("County"/"Municipality") and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

a. Are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);

b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and

c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Donna Whitener
(Authorized Representative of Grantee)

Signature: Donna Whitener
Donna Whitener / No. 30, 2020, 22-15-001

Title: Mayor

Date: Jul 30, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

DW
DW

Exhibit A – Grantee Assurances

DW
DW

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

DW
DW

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Donna Whitener
(Authorized Representative of Grantee)

Signature: Donna Whitener
Donna Whitener (Doc ID: 100211151807)

Title: Mayor

Date: Jul 30, 2020

SIGNATURE PAGE



P.O. Box 948
West Plains, MO 65775

800-793-0010 • Fax 866-299-3303
membership@airmedcarenetwork.com

June 1, 2020

City of Blue Ridge, GA
480 W 1st Street
Blue Ridge, GA 30513

Plan Code: 9236

Dear Valued Business Partner,

It's time to renew! The annual membership for the residents of City of Blue Ridge, GA is coming due on 8/11/2020. Enclosed is an agreement that will need to be signed and returned as well as an invoice. Please contact us at the number below as soon as possible if a presentation will be required. Otherwise, we will be reaching out in two weeks to help with anything needed.

Thank you for your continued support!

Best Regards,

Jennifer Gallamore
Business Account Manager



Email: Jennifer.Gallamore@airmedcarenetwork.com
Phone: 1-417-257-1697





P.O. Box 948
West Plains, MO 65775

800-793-0010 • Fax 866-299-3303
membership@airmedcarenetwork.com

Invoice

City of Blue Ridge, GA
480 W 1st Street
Blue Ridge, GA 30513

For: AMCN Membership
Invoice #: 9236-05282020
Thursday, May 28, 2020

Quantity	Type	Names and Dates	Amount
1	Municipal Site Membership	8/11/2020 – 8/11/2021	\$3,900.00
		Total Amount	\$3,900.00

Please make all checks payable to Air Med Care Network.

FedEx Code: 4804-1874-3
Mail to: 1800 Air Medical Drive, Suite 1
West Plains, MO 65775
-OR-
Send by regular mail
Mail to: PO Box 948
West Plains, MO 65775

If you have any questions concerning this invoice, please contact

Jennifer Gallamore at 417-257-1697 or email Jennifer.Gallamore@airmedcarenetwork.com





Plan Code: 9236

**AirMedCare Network Municipal Site Membership
For City of Blue Ridge, GA**

Organization: City of Blue Ridge, GA
Physical Address: 480 W 1st Street
Blue Ridge, GA 30513

Contact: Donna Whitener
Phone: 706-632-2091
Email: donna@cityofblueridgega.gov
County: Fannin

Membership Sales Manager/Base: Michael Headrick MT210

Covered Individuals and Transports:

Any individual who resides within the boundaries of City of Blue Ridge, GA when transported for medical necessity by Med-Trans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Fannin County, GA; and
- If the covered individual transported is uninsured at the time of transport, Med-Trans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

City of Blue Ridge, GA will pay to AirMedCare Network a total of \$3,900.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of City of Blue Ridge, GA may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35
*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.	

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.





Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.





Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Keith Hovey

Printed Name

Vice President

Title

Membership

Division

Date



Purchasing and Expenditure Policies

To provide for the fair and equitable treatment of all persons involved in public purchasing by the City and in order to maximize the value of public funds and provide safeguards for maintaining a purchasing system of quality, control, and integrity, the following purchasing and expenditure policies should be followed.

Policy pertaining to the amount of a purchase determines how the purchase will be handled. These policies should be followed in all circumstances and shall be applicable to any and all disbursements of any City funds for any City projects or contracts. Listed are general minimums for check requests or purchase orders, quotes, bids and proposal guidelines for supplies, services and capital expenditures other than Public Works and Public Road Contracts (as defined later in this document). All dollar limits are to be applied per transaction or invoice and do not apply to statements or monthly, recurring bills. Dividing a transaction in order to avoid obtaining the proper approval for a purchase is prohibited and will be addressed with disciplinary action. This could be evidenced by a pattern of multiple transactions within a short time period such as timestamps on receipts, multiple purchases of the same item, etc.

Petty Cash may be used for purchases and reimbursements of \$50.00 or less.

Up to \$500.00 Check request can be used for a single transaction and no quotes are required. To be approved by department supervisor or City Clerk.

\$500.01 to \$2,500.00 Check request and one supplier quote (verbal or written) is required. Purchase order to be approved by department supervisor.

\$2,500.01 to \$5,000.00 Purchase order and one written quote and approval of the department supervisor. Written authorization of ~~the Council member of that department an elected official~~ should be obtained on the purchase order or by an attached email prior to issuance of a completed purchase order. If an attempt is made, but ~~the appropriate Council member is not available, approval can be sought from another Council member if the purchase cannot be delayed, an elected official~~ If the Council member chooses to ~~does~~ not approve a purchase order, the purchase order should be brought before the entire Council ~~if the supervisor still wishes to pursue the purchase, rather than seeking a different elected official for approval.~~ The department supervisor will be responsible for obtaining this proper approval ~~in an effort to not divide the Council.~~

\$5,000.01 to \$99,999.99 Purchase order and two written quotes, bids, or proposals are required. Purchases shall be approved by the Council prior to issuance of a purchase order. If two quotes, bids, or proposals are not available, additional written documentation should be provided by the supervisor requesting the purchase stating the reason.

Greater than \$100,000.00 Supplies, equipment, and service contracts require a contract and sealed bids or proposals and shall be advertised in the legal organ a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of sealed bids or proposals. Contracts should be signed by authorized individual upon Council approval. These contracts will require bid, performance, and payment bonds. These requirements may be waived if prior favorable experience justifies allowance of a cash deposit or bank letter of credit in lieu of the bonding requirements. Such allowances are to be approved by the Council.

Invoices for less than \$2,500.01, recurring invoices (i.e. monthly utility bills), or invoices covered by contracts do not require a purchase order. A listing of current invoices classified as monthly recurring payments can be obtained from accounts payable. This listing will be provided to the Council for review at the beginning of each year and they will be notified in writing by email of any additions during the year. A supervisor can only sign a check request or purchase order for his or her department(s). If an expenditure will be accounted for in the budget of another department, the approval of the applicable supervisor must be obtained. Supervisors include those individuals designated as such by the Mayor and Council. This includes but is not limited to the Mayor, Office Supervisor, Police Chief, Street Supervisor, Water Maintenance Supervisor, Utility Billing Supervisor, Shop Supervisor, Water Plant Supervisor, Sewer Plant Supervisor, and Park Supervisor. The City Clerk is also authorized to sign check requests for expenditures directly related to the activities of City Clerk. An authorized individual should be designated by the Council member over that department in the absence of a supervisor.

This policy shall apply to all purchases, excluding only (1) the prepaid expense of supplies and materials required for new customer taps and (2) refunds to customers for errors in billing or collections. A copy of the customer payment should be attached to a purchase order approved by the department supervisor as these expenses are reimbursed by new customer tap fees or refunds for prior payment.

Supervisors should strive to use a single check request or purchase order for a project so that the cumulative amount for projects can be tracked. The proper approval should be obtained according to the cumulative total. Invoices should not be separated or separate vendors used in order to avoid obtaining the proper approval. The Council wishes for engineering invoices, specifically, to be presented to the Council for approval when the cumulative amount for each project reaches \$5,000.

Since the budget is approved at the department level by the Council rather than by line item, no expenditures can be assumed to have been approved by the adoption of the budget. A purchase order can be approved by the City Council for multiple purchases of specified items or services from a particular vendor for up to a fiscal year. A total dollar amount limit should be specified and the total purchases cannot exceed this amount for the specified time period without re-approval. Annual contract renewals may be approved by the department supervisor if there is not an increase of more than 10% from the prior year. The supervisor should notify all elected officials by email at least 10 days before the renewal if the invoice will not be approved at a Council meeting.

Requests to obtain a check request or purchase order can be done by employees within a department, but must be signed off by the appropriate supervisor and should include sufficient detail to inform the authorizing individuals as to the purpose of the purchase. All bids, quotes or proposals for purchases less than \$99,999.99 should be attached or noted on the requested purchase order, as applicable, and submitted to the City Clerk or Finance Director before payment is made. The department supervisor is responsible for obtaining the appropriate approval for purchase orders up to \$5,000 and for providing all necessary information for requests above \$5,000 to be submitted to the Council for approval. The purchase order should be pre-numbered and should include the name of the vendor, a description of the item(s) or service, the actual or estimated cost and the budgeted line item account number or description. The purchase order should be assigned to a budgeted line item and in the event that there are insufficient funds within the cited account, should have a budget amendment according to the budget policy in a timely fashion. The budget policy allows for an amendment approved by the City Clerk and/or Mayor if within the department or approval by the Council for amendments between departments. If a

check request or purchase order requires an increase after the invoice is received, it should be approved according to purchasing policy applicable to the dollar amount of the increase only, unless the increase pushes the total invoice over the \$5,000 threshold requiring Council approval.

Professional services, supplies, repairs and general maintenance should follow the guidelines provided herein; however, it is acknowledged that certain services and supplies or equipment, can only be obtained, purchased, repaired or serviced through authorized service centers or by specially trained personnel or from certain vendors. The public interest is best served by receiving professional services from certain vendors or maintaining such equipment, systems and facilities in accordance with manufacturer's requirements and warranties. For this reason, such services and supplies may be obtained without obtaining bids, quotes or proposals as generally required by this ordinance upon written determination by the appropriate approver according to the dollar amount of the purchase. When two or more quotes, bids, or proposals are not obtainable due to factors such as quality, service, availability, quantity, usability or other matters affecting the best interest of the City, the purchase order, at the time of approval, shall note when these circumstances exist (for example, standardized items, sole source vendors, professional services, etc.).

Once the invoice is received, it is matched with the correct purchase order or check request and any other supporting documents, such as packing slips and quotes, bids or proposals, and is processed by the finance department by verifying quantity, cost, terms and conditions for payment. Checks will normally be issued every other Thursday, but can be issued at other times at the discretion of the Finance Director. Checks are processed using blank check stock. All documents of the City requiring execution, including but not limited to checks, drafts, money orders and wire transfers shall bear the signature of two City officers or employees as designated on the signature card for the appropriate bank account.

All invoices should be sent directly to accounts payable at City Hall. An invoice number should always be entered for nonrecurring payments to avoid duplicate payments. Invoice number standards include that no leading zeros will be included and the invoice date (in MMDDYYR format) with no dashes, /, or special characters will be used if there is not an invoice number on the document. All invoices should be individually entered if nonrecurring and/or paid by statement to avoid duplicate payment. Only original invoices or vendor copies attached to a statement should be processed. Copies should be requested directly from the vendor if original invoice is not available. The terms of the City are 30 days for payments due to vendors.

The City will not be responsible for a purchase made by a City employee who does not follow the appropriate procedure for a particular purchase. All officials/employees authorized to sign checks shall only be authorized if it is within the realm of this spending policy. If the check is over the spending limit and has not been properly approved by the City Council, the official/employee does not have the authority to sign the check.

Any expenditure to a non-profit organization should be reviewed by the Finance Director for the appearance of a gift or donation. The Georgia Constitution (article III, section VI, paragraph VI) prohibits making a gift or donation or gratuity to any person, corporation or entity of any public funds. The City, therefore, always needs to receive some service or product as to the expenditure of tax funds. This can typically be documented by way of a contract but also permits an invoice approved by the normal purchasing procedures but should be approved by City Council if the Finance Director determines there is any appearance that the expenditure is a gift or donation. This policy should be applied specifically to the expenditure of hotel/motel tax funds.

PURCHASES ON CREDIT AND CREDIT CARD PURCHASES

Purchases on City credit or with a City issued credit card shall follow all purchasing policies in the same manner as previously outlined. For example, check requests or purchase orders, according to the dollar amount, should be utilized. Furthermore, purchases with a credit card shall further follow the City's purchasing card policy. Supporting receipts and documents should be matched and attached to the statement before payment. Any purchase requiring Council approval should be obtained before the purchase is made. Credit cards should be kept in a secure location and are the sole responsibility of the department head or employee who is issued a credit card. Abuse of any City credit card may result in immediate disciplinary action including, but not limited to, termination and felony criminal prosecution.

CONTRACTS FOR PUBLIC WORKS AND ROAD CONSTRUCTION

For purposes of this section, "public works construction" means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any real property, other than a project covered by federal or state funding whose bid solicitation and contract requirements take precedence over general law found in O.C.G.A. Title 36, Chapter 91. This term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property, or any energy saving performance contract.

All public works construction contracts entered into by the City of Blue Ridge with private persons or entities shall be in writing and on file in the City Clerk's office, available for public inspection and copying during normal business hours. All public works construction contracts shall be executed and entered in the manner and with the formalities required by the City Charter and other applicable laws.

Unless otherwise required to follow specific procedures set forth in federal or state grant or funding agreements for a specific project, the City shall comply with the sealed competitive bid procedures set forth in O.C.G.A. Title 36, Chapter 91, including the requirements for competitive sealed bids, advertising, and bid, payment and performance bonds and maintenance agreements set forth therein, which by reference are made a part hereof.

The requirements of this section shall apply to all public works construction projects having an estimated cost of \$100,000 or more and projects shall not be subdivided in an effort to evade these requirements. These requirements shall not apply to projects necessitated by an emergency; provided, the nature of the emergency shall be found and described in the minutes of the City Council. The requirements of this section shall not apply to any projects or portions of projects self-performed by the City or when labor is performed by inmates from a state correctional institution. The requirements of this section shall not apply to sole source public works construction projects when the City Council, by resolution in a duly convened public meeting, has found and concluded that competitive procurement is not available or otherwise not feasible.

Furthermore, the requirements of this statute shall not apply to public works construction projects subject to the requirements of Chapter 4 of Title 32, which define procedures for contracting for the construction, reconstruction, or maintenance of all or part of a public road. No contract involving an expenditure of more than \$20,000 but less than \$200,000 shall be awarded without the submission of at least two estimates. Any contract involving the expenditure of more than \$200,000 shall be let by public bid and follow all other requirements of O.C.G.A. Title 32, Chapter 4 set forth therein, which by reference are made a part hereof. Pursuant to State law, road construction contracts of \$5,000 or more must have a performance and payment bond.

EMERGENCY PURCHASES

A bona fide emergency is a situation which arises where it would seriously jeopardize the safety, health and welfare of the City's mission or where it would otherwise adversely affect the work of the City to utilize normal purchasing procedures. The department supervisor and/or Mayor will determine the existence of an emergency situation or condition. Department supervisors will not use the emergency purchase procedure to abuse or otherwise purposely circumvent the established purchasing procedures.

The procedure for an emergency purchase is as follows. Purchase of services, goods, supplies and materials is consummated and receipt obtained. A written statement from the department supervisor explaining the nature of the emergency is prepared, with receipt and/or other necessary paperwork attached and forwarded to the City Clerk or Finance Director the next working day. Advance notice to the Mayor should be attempted but is not required. The emergency purchase shall be reported to the Mayor and members of the City Council within 48 hours and shall follow the applicable purchasing policies for final approval before payment.

PETTY CASH POLICY AND PROCEDURES

All departments have the opportunity to use the City petty cash fund located at City Hall to purchase items with a total cost of \$50.00 or less.

The Petty Cash Fund shall not be used for personal transactions such as cashing personal checks or temporary loans of any kind. The Petty Cash Fund will maintain a balance of \$500 to be reimbursed from accounts payable as needed. It will be administered by the Office Supervisor and should be maintained in a locked cash box with access limited to the administrator and one other person for back-up. No reimbursements should be made from the cash collections drawers of office personnel.

The City of Blue Ridge is exempt with regard to sales tax and every effort should be made to avoid sales tax reimbursement from petty cash. If a vendor conducting business with the City does not have a Tax Certificate of Exemption form for the City, please contact City Hall to get a copy.

An invoice, statement, receipt, bill of sale, or some other valid form of transaction document must be presented to the Petty Cash administrator before any funds can be disbursed. The petty cash form should be completed and signed by the cash recipient and attached to each receipt or document for reimbursement from accounts payable.

TRAVEL POLICY

It is the policy of the City of Blue Ridge to reimburse any employee, agent, or elected official for any expenses incurred in the performance of their official city duties or scope of services, which have not otherwise been paid, through an "accountable plan," defined by the Internal Revenue Service as follows:

1. Employees must have paid or incurred deductible expenses while performing services as an employee; and
2. Employees must adequately account to the employer for these expenses; and
3. Employees must return any excess reimbursement or allowance.

Conferences, Seminars, Training Sessions

A check request form (or purchase order if the dollar amount necessitates) must be submitted and approved in advance (prior to departure) for any travel, including out of state, common carrier

(air/rail/bus), and overnight or other employee travel. The dates you left and returned home for each trip along with the destination and purpose should be indicated on the request. The items of information and proposed expenses should be estimated as accurately as possible and additional expenses actually incurred can be submitted upon return.

The check request/purchase order should include miscellaneous per diem amounts, such as meals and parking, "city standard" (www.mapquest.com) miles or odometer readings, and an agenda of the meeting or conference. Mileage will be paid at the IRS standard mileage rate. The IRS usually adjusts this amount annually, and the City will follow IRS standards. Personal vehicles should only be used if a City vehicle is not available, not in condition for the trip or upon approval of the Mayor. Employees may be reimbursed for the mileage incurred from the point of departure for the travel destination. During the normal work week, the point of departure will be either the employee's residence or work place, whichever is nearer to the destination point. During weekends and holiday, employees should use the actual point of departure to calculate travel mileage. The Finance Department should be immediately notified if for any reason the employee is unable to attend the event, so that registration may be refunded if possible and per diem's repaid if applicable.

The City will pay directly to the training office, conference headquarters, etc. for the registration for employees or elected officials and spouses of elected officials (where spouse registration is available) for those conferences, seminars, or training sessions approved by the proper authority. The City will also pay/reimburse for registration paid by a personal credit card if required and personal expenses associated with the training or conferences such as mileage, meals, airfare, parking, and lodging, etc.

Meals, Lodging and Incidental Expenses

Reimbursement for meals, lodging and incidental expenses are reimbursable only when "away from home" travel is required. Incidental expenses include costs for parking and tips for services. Employees or elected officials of the City would be deemed to be traveling "away from home" if duties require the individual to be away from the general area of home substantially longer than an ordinary day's work.

Appropriate tax-exempt forms (Hotel/Motel Tax Exempt and Georgia Sales Tax Exemption) should be submitted upon registration/check-in for lodging. It is the responsibility of the employee to see that the forms are submitted correctly and that the City receives all eligible exemptions for travel expenditures. Generally, hotels/motels located within the state of Georgia will recognize and grant the exemption. If the lodging establishment is hesitant at check-in, effort should be made to clear the matter before checkout, so the rates will not include taxes.

Reimbursement for meal expenses when "away from home" travel is required will be made at a rate of \$30 per day. Breakfast (\$5.00) will be provided if the employee is "away from home" before 7:00 am. Lunch (\$10.00) will be provided if the employee "away from home" at 12:00 pm. Dinner (\$15.00) will be provided if the employee is "away from home" at 6:00 pm. Meals provided in conference registration will not be reimbursed.

Employees, elected officials or spouses of elected officials on official business may elect to submit receipts for meals. However, the rates per day should not exceed the rates per city in Georgia as listed at www.gsa.gov. Official conferences that are out of state should not exceed the limits allowed in the Federal Travel Regulations for that particular state/ locality. Conferences, seminars, or training, which do not include lodging for an overnight stay, will not include meal reimbursement unless the meal is a required part of the meeting or the requirements are met for

the length of time "away from home". (i.e. leave prior to 7:00 a.m. to receive breakfast and return after 6:00 p.m. to receive dinner.)

UNIFORM POLICY

The City of Blue Ridge provides uniforms to all employees as applicable to their department. The maintenance/plant workers, including but not limited to the street, water, sewer, and park departments are provided semi-annually with shirts and jackets with the City logo and receive \$200 annually for the purchase of pants. Boots can be purchased or reimbursed (with a receipt) up to \$200 annually as determined by the department supervisor. All lifeguards are provided with bathing suits, approved and purchased directly by the City. The police department is supplied with all uniforms and accessories deemed necessary by the Police Chief and purchased directly by the City. The City Hall department is periodically provided with a uniform allowance of \$200 per person, to include any applicable embroidery.

VENDOR FILE AND MAINTENANCE

All vendor files are maintained by the finance department with an annual file containing all invoices and checks for each vendor according to the vendor number automatically assigned by the accounts payable software. A temporary vendor number may be used if it is an expected one-time purchase, with specific temporary vendor numbers for certain categories of purchases such as travel, hotels, reimbursements and refunds. Procedures to control the entering and editing of the master file data include naming standards such as any vendor name beginning with "A" or "The" should drop the first word and any vendor name ending in Inc. or Corp. should include that designation. A vendor should only be added upon approval by the finance department to avoid being entered into the accounting system multiple times. The vendor master file will be reviewed annually to inactivate vendors who have not been used during the past 12 months. Any vendor providing a service will be required to complete a W-9 form and provide the information necessary to issue a 1099, if necessary, prior to the issuance of any checks to that vendor.

FEDERAL WORK AUTHORIZATION PROGRAM

Pursuant to O.C.G.A. § 13-10-91, all contracts for the physical performance of services within this state, to be binding on and enforceable against the City, shall require the contractor to register and participate in the federal work authorization program to verify work eligibility of all newly hired employees and subcontractors. Before an estimate or bid for any such service is considered by the City, the vendor shall provide a signed, notarized affidavit from the contractor attesting to the following:

- (1) The affiant has registered with and is authorized to use the federal work authorization program;
- (2) The user identification number and date of authorization for the affiant; and
- (3) The affiant is using and will continue to use the federal work authorization program throughout the contract period.

No contractor or subcontractor under contract with the City in connection with the physical performance of services within this state shall be entitled to payment from public funds for its services unless such contractor or subcontractor registers and participates in the federal work authorization program. It shall be deemed a breach of contract for any contractor, or subcontractor thereof, who physically performs services within this state under a contract with the City, to fail or refuse to participate in the federal work authorization program throughout the term of such contract. It shall be the duty of the contractor and/or subcontractor(s) to maintain records of federal work authorization verification by all newly hired employees for the term of the contract and to maintain such records for not less than three years from the contract's date of final

completion. Such records shall be considered an open public record and made available to the City upon request or in the event of contract audit by a federal or state agency; provided, however, any information in such record protected from public disclosure by federal or state law shall be redacted.

PROHIBITED TRANSACTIONS

It shall be the policy of the City that no employee of the City shall also be a vendor and be allowed to participate in the bidding process or sell goods or services to the City. Purchases shall not be routinely solicited from suppliers in which any elected or public official of the City is known to hold a pecuniary interest of ten percent or greater, or over which he or she exercises significant managerial control, unless it can be demonstrated that no other reliable source of supply is available, and the public officer makes written disclosure of such interest and abstains from participation in the consideration of the purchase. All purchases, regardless of amount, from suppliers in which a public official holds a pecuniary interest of ten percent or greater, or exercises significant managerial control, shall require the approval of the City Council.

It shall also be the policy of the City to refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors or services from present or potential suppliers which might influence, or appear to influence purchasing decisions. Traditional advertising items valued at less than \$25 may be accepted.

BID RETENTION AND AUTHORITY TO REJECT BIDS

All bids for goods or materials of any kind or character purchased by the City shall be kept on file by the City Clerk in accordance with the document retention schedules of the City. After an award has been made, the bids shall be subject to inspection at any time during normal business hours by any citizen of the City.

Except where prohibited by law or by the wording of an advertisement for bids, the authority permitted to accept bids shall be permitted to reject all bids or parts of bids and re-advertise for bids, where the public interest will be served thereby.

REQUEST FOR PROPOSAL

Any item or service which is expected to cost \$100,000 or more, where in the opinion of the City of Blue Ridge, it is considered to be in their best interest not to employ the formal bid process, public notice of a request for proposal shall be publically advertised as provided for in Georgia law. A request for proposal is defined as any solicitation document used in a competitive sealed proposals process. Requests for proposals are basically the same as requests for bids with the exceptions that requests for proposals do not require a public opening, but a public opening may be and is generally used. The distinguishing point is that only the name of each proposer is read aloud, with no other information being disclosed, and the proposals do not become "open records" until after the contract is awarded. These exceptions are instituted to prevent any negative effects on subsequent negotiations between the City and the vendor, as requests for proposals do **allow negotiation** and permit modification to both content and price after submittal while in the evaluation process.

ELECTRONIC TRANSMISSION OF INFORMATION, SIGNATURES AND RECORDS

Electronic commerce shall include but not limited to on-line vendors registration, acceptance of bids and proposals by electronic mail, electronic or virtual purchasing malls and catalogs, notifications of solicitations and download capability and acceptance of electronic (digital)

signatures. Notwithstanding any other provisions, this section applies to records generated, stored, processed, communicated, or used for any purpose by the City for purchasing, procurement, acquisition, services, or disposition of personal property. This shall apply to all City contracts except for public works contracts.

The City Clerk and/or the Finance Director or his or her designee is authorized to promulgate procedures to coordinate, create, implement, and facilitate the use of common approaches and technical infrastructure, as appropriate, to enhance the utilization of electronic commerce, electronic records, electronic signatures, and electronic security procedures by and for the City for these purposes. The City Clerk and/or the Finance Director shall be authorized to develop, implement, and facilitate procedures for the use of electronic records, electronic signatures, and security procedures for all other purposes. The City Clerk and/or the Finance Director is authorized to promulgate methods, means, and standards for secure electronic procurement transactions.

An electronic record satisfies any rule requiring a document to be in writing. An electronic signature satisfies any rule of law requiring a signature. Any electronic record is signed as a matter of law if it contains a secure electronic signature. An electronic signature is deemed to be secure if it is created by application of a security procedure that is commercially reasonable and provided the electronic signature can be verified and agreed to by the City. Further, it is considered secure if it can be linked to the electronic record to which it relates in a manner such that, if the record is changed, the electronic signature is invalidated. The electronic record will be deemed secure when it can be verified not to have been altered since a specified point in time.

UNCLAIMED PROPERTY

In accordance with O.C.G.A. 44-12-190 et. seq. all unclaimed property held longer than the dormancy period, will be remitted to the Georgia Department of Revenue. The dormancy period for most property, including accounts payable and customer deposits, is 5-7 years.

Originally adopted July 14, 2015

Updated December 8, 2015

Updated February 13, 2018

Updated June 9, 2020



BUDGET AMENDMENT #1 2020

			ADJUSTED	
			BUDGET	BUDGET
DEPARTMENT/ACCOUNT DESCRIPTION			BUDGET	AMENDMENT
GENERAL FUND				
100-31-0000-1310 Revenue	Auto Tag Tax	125,000	(90,000)	35,000
100-31-0000-1710 Revenue	Sanitation Franchise Tax	32,000	8,000	40,000
100-31-0000-4300 Revenue	Liquor Pouring Tax	60,000	(20,000)	40,000
100-31-0000-7930 Revenue	Pool Revenues	26,000	(26,000)	-
100-35-0000-1170 Revenue	Fine Revenue	220,000	(92,000)	128,000
100-39-0000-3500 Revenue	Proceeds from Capital Lease	75,000	(37,500)	37,500
100-57-1100-9000 Council	Contingencies	(28,680)	28,680	-
100-57-1100-9010 Council	Additions to Reserve	(83,004)	83,004	-
100-57-2650-2000 Court	Payments to Other Agencies	(56,000)	36,000	(20,000)
100-54-3200-2200 Police	Capital Outlay- Vehicles	(75,000)	37,500	(37,500)
100-58-3200-1000 Police	Debt Service	(28,643)	5,316	(23,327)
100-51-6124-1100 Rec Fac	Pool Expenditures		67,000	-

To allow for revenue declines, offset by contingencies and reserve. To adjust for pool not opening, capital lease purchase of one police vehicle to be delayed.

HOTEL MOTEL FUND

275-31-0000-3100 Revenue	Hotel Motel Taxes	180,000	(60,000)	120,000
275-52-7540-3310 Tourism	2% Restricted- Marketing/Advertisi	(66,950)	42,500	(24,450)
275-52-7565-2201 Spec Fac	Maint Bldg & Grounds	-	(18,500)	(18,500)
275-57-7540-9010 Tourism	Additions to Reserve	(72,000)	36,000	(36,000)

For roof repair at Farmer's Market and revenue decline of taxes.

WATER FUND

505-34-0000-4220 Revenue	Sewer Receipts	1,155,000	(60,000)	1,095,000
505-34-0000-4214 Revenue	Penalties	53,000	(12,000)	41,000
505-34-0000-9300 Revenue	Service Charges	47,000	(10,000)	37,000
505-58-4331-1002 Sewer Dist	Debt service	(45,044)	43,000	(2,044)
505-11-4440-1100 Water Dist	Salaries & Wages	(442,731)	15,000	(427,731)
505-58-4440-1002 Water Dist	Debt service- GEFA loans	(34,289)	24,000	(10,289)

To allow for revenue declines, including 5% decrease in sewer revenue, offset by GEFA debt service to be deferred until Jan 2021 and balanced by water distribution savings from unemployment.

DONNA WHITENER, MAYOR

DATE

KELSEY LEDFOR, CITY CLERK

DATE

Blue Ridge City Council Meeting Rules of Procedures

The purpose of having City Council Meeting Rules of Procedure is to ensure that the elected governing body of the City of Blue Ridge can effectively and efficiently conduct official city business in a productive, professional and timely manner.

City Council Meetings

This City Council Meeting Rules of Procedure policy shall apply to all regular meetings held by the Blue Ridge Mayor and City Council. Town hall meetings or other meeting which meet the definition of an “open meeting” under Georgia’s Open Meetings Act shall be conducted in the manner deemed appropriate by the Mayor and Council. Pursuant to Section 3.13 of the Charter, special called meetings will be limited to only the item listed in the call and no other business or public comment shall be allowed.

The Agenda

Meeting Rules of Procedure for Agenda Items are listed as follows:

- a. Agenda items referenced to in the following rules, include all items listed on the agenda including Mayor and Council Reports. Public Comment rules and requirements are listed under Public Comments.
- b. The Mayor and Council shall make reasonable effort to have agenda items on the agenda within seven (7) calendar days of the meeting. However, subject to these Rules, if the Mayor or a Council Member deems it necessary to add to the agenda less than seven (7) calendar days prior to the meeting, said elected official may do so at his or her discretion. The City Clerk may suggest that an item be added and such item shall be added with the concurrence of either the Mayor or a Council Member. In no event, however, shall any item be added to the Agenda later than 4:30 p.m. the day before the meeting so that the City Clerk has ample time to prepare copies of the Agenda and meeting material for Council Members and to provide notice to the public. If revisions to the Agenda are necessary or desired after the 4:30 p.m. deadline discussed above, the Mayor or member of the City Council must make a request for a “motion to amend the agenda” to include the item be placed on the Agenda and that Motion must carry by majority vote of a quorum.

c. The agenda may be posted seven (7) calendar days in advance of the meeting at the City Hall and in the event the agenda changes, the new agenda may be revised and posted at the earliest reasonable convenience of the City Clerk. **Except for Special Called Meeting agendas, which shall be posted no more than 48 hours prior to the meeting.**

d. Agenda items shall be listed in the appropriate category and listed in the following order, however, the Agenda may be adjusted at the discretion of the Mayor.

1. Call Meeting to Order
2. Prayer and Pledge of Allegiance
3. Approval of Minutes from Previous Meeting.
4. Approval of Agenda or Motion to Amend Agenda (if applicable).
5. Public Comment (for all speakers who have signed up the previous week).
6. Any required public hearing on a rezoning request, appeal from the Zoning Board of Appeals decision or other appeal authorized by Ordinance.
7. Action Agenda Items (Items requiring the approval of the Council)
8. Purchasing Approvals
9. Discussion Agenda Items (Items for discussion)
10. Executive Session (if needed)
11. Adjournment

e. The Mayor, or a Council Member may add an item to the agenda, but must specify to the City Clerk if the item is an action item, discussion item or purchasing approval item. Any addition to the agenda by the Mayor or a Council Member must be specific enough so that the other elected officials are aware of what will be acted upon, discussed or approved. Requested additions to the agenda by the Mayor or a Council Member shall not be allowed on the agenda without the specificity outlined above. If the Mayor objects to an agenda item, it shall require three Council Members to request the item be placed on the agenda over objection. All agenda items shall be introduced by the Mayor. For agenda items requiring a vote, once the agenda item has been introduced, a motion shall be called by the Mayor requesting a Motion by a Council Member, if another Council Member does not make an immediate second, the Mayor shall ask for a second. After any applicable discussion, the Mayor may call for a vote on the motion after discussion or at any time during the discussion period.

Public Comments.

The following Meeting Rules of Procedure listed shall be followed for all public comments allowed at Blue Ridge City Council meetings including workshops, regular

scheduled meetings, and public meetings. Any time limits set forth herein shall be kept and enforced by the City Attorney and/or the City Clerk or their designee:

a. All members of the public requesting to schedule a public comment shall be required to sign in no later than the start of the meeting and identify their name and the specific topic on which the person wishes to comment. The sign in sheet for public comment shall be made available the day before the meeting at City Hall and there will be five (5) public comment time slots which shall be available on a first-come first-serve basis. If an individual speaking wishes to present any type of document to the Mayor and Council during this time, it must be submitted to the City Clerk (5) calendar days in advance of the meeting. This deadline ensures that the material is included in the meeting packet and allows additional time for review prior to the meeting. Individuals will be permitted a maximum of (2) minutes to make their comments and all comments shall be limited to the specific topic listed identified on the sign-in sheet. Such time allotment shall not be transferred to other individuals.

b. With the exception of town-hall meetings, public comments are not allowed for the purpose of asking questions and answers of the Mayor and City Council or other City representatives during the meeting. The Mayor or Council Members shall not engage in responding to comments or questions brought forth by individuals under the Public Comments section of the Agenda. If the Mayor or a Council Member does reply to a public comment, he or she shall be doing so in their individual capacity as an elected official and nothing said shall bind the City of Blue Ridge as a whole.

c. As set forth in the Agenda, Public Comments shall be allowed before any action item or purchasing approval is voted upon by the Council. Timely scheduled public comment by the person listed on the agenda is permitted about the topic of discussion subject to the two (2) minute per person time limit set forth in Subsection (a) above. The individual is only permitted to speak once per agenda topic. After the conclusion of the public comment section of the Agenda, the City Council shall proceed with the Agenda and, if applicable, vote.

Zoning or Appeal Hearings Procedure

The following rules of procedure shall apply to any public hearing on a rezoning request and any appeal from a decision of the Zoning Board of Appeals and shall be as follows:

(1) The case shall be called and the Land Development/Zoning Manager or his/her designee shall describe the request or appeal. If the hearing is a public hearing on a rezoning request, the Land Development/Zoning Manager or his/her designee shall present a Staff recommendation for approval, approval with conditions or denial and state a brief summary to support the recommendation.

(2) Georgia law requires applicants and opponents of cases to complete and file disclosure forms prior to speaking for or against a proposal. The disclosure forms will be provided at the meeting. No person shall be allowed to speak without complying with Georgia law.

(3) Representatives/applicants, as a group, and representatives/opponents, as a group, shall be given a maximum of ten (10) minutes for each side to present its case, unless, by unanimous vote, more time is allotted by City Council. The City Attorney and/or the City Clerk shall be responsible for keeping time. Any groups which are present are encouraged to choose a spokesperson to present their views as the time limit is not per speaker but ten (10) minutes collectively.

(4) As each case is called, all witnesses for the applicant and opponents shall first be sworn prior to making their presentations.

(5) Voting on cases will take place as to each case immediately following the close of the public hearing of the same case. However, discussion shall be allowed between members of the City Council.

(6) No further public input will be allowed unless questions come through the City Council. Any question by a Council Member and answer does not count for or against the ten (10) minute time limit set forth above.

Decorum in Council Meetings

Members of the public must comply with the following rules of decorum:

Once a meeting has been called to order there shall be no comments allowed from any member of the public including inappropriate, offensive, impertinent, profanity or insulting comments to the Mayor, City Council or other City Representative or between individuals. There shall be no clapping, cheering, opposition gestures or disruptive actions allowed during the meeting.

Meeting Materials

The Mayor and City Council will be presented meeting materials prior to or at the meeting. Members of the public and the media are permitted access to these documents following the scheduled meeting, by accessing the City's website at www.cityofblueridgega.gov.

WAIVER OF THESE RULES

Upon proper Motion by a City Council Member, a proper second and a unanimous approval by the City Council, these rules may be suspended for any purpose deemed necessary and appropriate. The suspension may be for one specific item or for numerous items. However, the suspension shall last no longer than the meeting in which these Rules were suspended. In the event of a suspension, and unless other procedures are adopted, Roberts Rules of Order shall be the procedure followed.

EXHIBIT A

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE
Loan Number: CW2016012

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the _____ day of _____ 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$900,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **CW2016012** (the "**Loan Agreement**"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **CW2016012** (the "**Note**"), of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Name of Person to Execute Documents)

(Title)

(Name of Person to Attest Documents)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____, 2020.

Secretary/Clerk

(SEAL)

Georgia Environmental Finance Authority



Brian P. Kemp
Governor

Kevin Clark
Executive Director

June 15, 2020

Ms. Kelsey Ledford
City Clerk
City of Blue Ridge
480 W First St
Blue Ridge, GA 30513

RE: Deferral Modification for **CW2016012**

Dear Ms. Ledford:

Enclosed are the modification documents regarding the **CW2016012** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **City of Blue Ridge**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
 - a. Exhibit A – Resolution of Governing Body
 - b. Exhibit B – Opinion of Borrower's Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

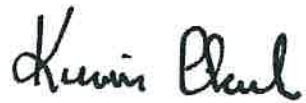
EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 4 of the modification, the borrower's counsel must also sign where indicated that the modification is "Approved as to form."



When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in cursive script that reads "Kevin Clark". The letters are dark and fluid, with a prominent loop at the end of the last name.

Kevin Clark

Enclosures

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF BLUE RIDGE** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **CW2016012**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **CW2016012**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

CITY OF BLUE RIDGE

Signature: _____

Print Name: _____

Title: _____

Approved as to Form:

(SEAL)

Attest Signature: _____

Borrower's Attorney

Name: _____

Title: _____

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

_____, 2020

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **CW2016012** (the "**Loan Agreement**"), between **CITY OF BLUE RIDGE** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **CW2016012** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

[Attorney Name]

EXHIBIT A

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE
Loan Number: DW16007

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the ____ day of _____ 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed \$211,985.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW16007** (the "**Loan Agreement**"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW16007** (the "**Note**"), of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Name of Person to Execute Documents)

(Title)

(Name of Person to Attest Documents)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____, 2020.

Secretary/Clerk

(SEAL)

Georgia Environmental Finance Authority



Brian P. Kemp **Kevin Clark**
Governor Executive Director

June 15, 2020

Ms. Kelsey Ledford
City Clerk
City of Blue Ridge
480 W First St
Blue Ridge, GA 30513

RE: Deferral Modification for **DW16007**

Dear Ms. Ledford:

Enclosed are the modification documents regarding the **DW16007** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **City of Blue Ridge**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
 - a. Exhibit A – Resolution of Governing Body
 - b. Exhibit B – Opinion of Borrower's Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 4 of the modification, the borrower's counsel must also sign where indicated that the modification is "Approved as to form."



When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Clark". The signature is written in a cursive style with a large initial "K" and a stylized "C".

Kevin Clark

Enclosures

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF BLUE RIDGE** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW16007**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW16007**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

CITY OF BLUE RIDGE

Signature: _____

Print Name: _____

Title: _____

Approved as to Form:

(SEAL)

Attest Signature: _____

Borrower's Attorney

Name: _____

Title: _____

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

EXHIBIT B

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

_____, 2020

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **DW16007** (the "**Loan Agreement**"), between **CITY OF BLUE RIDGE** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **DW16007** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

[Attorney Name]

EXHIBIT A

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE
Loan Number: DW2016036

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the ____ day of _____ 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$250,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW2016036** (the "**Loan Agreement**"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW2016036** (the "**Note**"), of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Name of Person to Execute Documents)

(Title)

(Name of Person to Attest Documents)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____, 2020.

Secretary/Clerk

(SEAL)

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director



June 15, 2020

Ms. Kelsey Ledford
City Clerk
City of Blue Ridge
480 W First St
Blue Ridge, GA 30513

RE: Deferral Modification for **DW2016036**

Dear Ms. Ledford:

Enclosed are the modification documents regarding the **DW2016036** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **City of Blue Ridge**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
 - a. Exhibit A – Resolution of Governing Body
 - b. Exhibit B – Opinion of Borrower's Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 4 of the modification, the borrower's counsel must also sign where indicated that the modification is "Approved as to form."



When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Clark". The signature is written in a cursive style with a large, stylized "K" and "C".

Kevin Clark

Enclosures

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF BLUE RIDGE** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW2016036**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW2016036**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. **Amendment of Note**. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

CITY OF BLUE RIDGE

Signature: _____

Print Name: _____

Title: _____

Approved as to Form:

(SEAL)

Attest Signature: _____

Borrower's Attorney

Name: _____

Title: _____

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

EXHIBIT B

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

_____, 2020

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **DW2016036** (the "**Loan Agreement**"), between **CITY OF BLUE RIDGE** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **DW2016036** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

[Attorney Name]

EXHIBIT A

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE
Loan Number: DW2017017

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the ____ day of _____ 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$387,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW2017017** (the "**Loan Agreement**"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW2017017** (the "**Note**"), of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Name of Person to Execute Documents)

(Title)

(Name of Person to Attest Documents)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____, 2020.

Secretary/Clerk

(SEAL)

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director



June 15, 2020

Ms. Kelsey Ledford
City Clerk
City of Blue Ridge
480 W First St
Blue Ridge, GA 30513

RE: Deferral Modification for **DW2017017**

Dear Ms. Ledford:

Enclosed are the modification documents regarding the **DW2017017** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **City of Blue Ridge**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
 - a. Exhibit A – Resolution of Governing Body
 - b. Exhibit B – Opinion of Borrower's Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 4 of the modification, the borrower's counsel must also sign where indicated that the modification is "Approved as to form."



When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Clark". The signature is written in a cursive, flowing style.

Kevin Clark

Enclosures

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF BLUE RIDGE** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW2017017**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW2017017**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall re-commence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

CITY OF BLUE RIDGE

Signature: _____

Print Name: _____

Title: _____

Approved as to Form:

(SEAL)

Attest Signature: _____

Borrower's Attorney

Name: _____

Title: _____

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

EXHIBIT B

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

_____, 2020

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **DW2017017** (the "**Loan Agreement**"), between **CITY OF BLUE RIDGE** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **DW2017017** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

[Attorney Name]

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$5,000,000 from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

Georgia Environmental Finance Authority



Brian P. Kemp **Kevin Clark**
Governor Executive Director

May 12, 2020

The Honorable Donna Whitener
Mayor
City of Blue Ridge
480 West First St
Blue Ridge, GA 30513

Re: City of Blue Ridge – Loan No. CW2020018

Dear Mayor Whitener:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Clean Water State Revolving Fund loan in the amount of \$5,000,000 on May 12, 2020. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$ 750,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$50,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website.



The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$18,725.58 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at: 404-584-1021 or lpaul@gefa.ga.gov.

Sincerely,

Larry Paul Jr.

Larry Paul Jr.
Project Manager

Enclosures

cc: Matt Smith/Carter & Sloope Inc. (w/o enclosures)

Georgia Environmental Finance Authority

Brian P. Kemp Kevin Clark
Governor Executive Director



DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.

- ☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.
- ☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms. In the case of principal forgiveness projects, the dollar values in the 8038-G form and the Tax Certificate reflect only the "unforgiven" amount of the loan (full amount minus principal forgiveness) when fully disbursed and differ from the values specified in the body of the loan agreement and the promissory note.
- ☐ GEFA Fiscal Sustainability Plan (FSP) Certification. Section 603(d)(1)(E) of the Clean Water Act requires the development of a Fiscal Sustainability Plan (FSP) for any loan that will repair, replace, or expand a treatment works. The borrower must select one of two certification options included on the third page of the FSP Certification document.
- ☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf
- ☐ Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") is made and entered into this _____ day of _____, 20____, by and between **CITY OF BLUE RIDGE**, a Georgia municipal corporation (the "**Borrower**"), whose address for purposes of this Agreement shall be **WEST FIRST STREET, BLUE RIDGE, GA 30513**, and **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be **233 Peachtree St, NE, Peachtree Center North Tower, Ste 900, Atlanta, GA 30303-1506**.

**DO NOT
DATE THIS
PAGE**

1. Background - The Lender desires to loan to the Borrower **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **MAY 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$5,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. Note - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to

which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur

indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby

incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower’s water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available For Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) **Tax Covenants.** The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 12, 2020**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF BLUE RIDGE

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

The project consists of rehabilitating the Water Pollution Control Plant (WPCP) and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

ITEM	TOTAL	CWSRF
Construction	\$4,110,000	\$4,110,000
Contingency	400,000	400,000
Engineering & Inspection	490,000	490,000
Administrative/Legal	0	0
TOTAL	\$5,000,000	\$5,000,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

ACTION	DATE
Plans & Specs Submitted to EPD	APRIL 2020
Bid Opening	JULY 2020
Notice to Proceed	AUGUST 2020
Completion of Construction	JANUARY 2022

SPECIMEN PROMISSORY NOTE

\$5,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **TWO AND 34/100 PERCENT (2.34%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED NINETY-NINE (299)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **25** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

CITY OF BLUE RIDGE

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2020018

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$750,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each

contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."
14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2020018**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF BLUE RIDGE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2020018**, between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2016012

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$900,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 7, 2018**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **DECEMBER 12, 2017**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Signature of Person to Execute Documents) (Print Title)

(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____

Secretary/Clerk

(SEAL)

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director



July 22, 2020

The Honorable Donna Whitener
Mayor
City of Blue Ridge
480 West First St
Blue Ridge, GA 30513

RE: Modification for Loan No. CW2016012

Dear Mayor Whitener:

Enclosed are the third modification documents for the Clean Water State Revolving Fund loan agreement between the Georgia Environmental Finance Authority (GEFA) and the city of Blue Ridge. GEFA is pleased to provide you with the following materials:

1. Three copies of the Third Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower's Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this third modification in a timely manner, please read the following instructions:

THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Three copies of the third modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the third modification. This date will be completed by GEFA at the time of execution of this third modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the third modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

Exhibit E is a letter that must be prepared by your local government's attorney. This letter ensures that the third modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 3 of the third modification, the borrower's counsel must also sign where indicated that third modification is "Approved as to form."


EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the third modification documents, and any and all other documents. This resolution must be submitted along with the signed third modification documents. The same elected official authorized to sign the third modification documents within the resolution must also sign the third modification documents.



GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Paul Jr.", written in a cursive style.

Larry Paul Jr.
Project Manager

Enclosures

cc: Matt Smith, Carter & Sloope, Inc. (w/o enclosures)

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "**Third Modification**") dated _____, 20____, by and between **CITY OF BLUE RIDGE**, Georgia, a Georgia public body corporate and politic (the "**Borrower**"), and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **FEBRUARY 7, 2018**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Third Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **DECEMBER 12, 2017**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Third Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JULY 1, 2021**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued

interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Third Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **JULY 1, 2021**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$900,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Third Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Third Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Third Modification, and this Third Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Third Modification - The effectiveness of this Third Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

- a. the Lender shall have received one or more counterparts of this Third Modification duly executed and delivered by the Borrower; and
- b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Third Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Third Modification to be duly executed and delivered as of the date specified at the beginning hereof

CITY OF BLUE RIDGE

Signature: _____

Print Name: _____

Title: _____

Approved as to form:

By: _____

Borrower's Attorney

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2016012**

This project will rehabilitate a lift station, replace sewer main and pumps, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2016012

ITEM	TOTAL	CWSRF
Construction	\$750,000	\$750,000
Contingency	75,000	75,000
Engineering & Inspection	60,000	60,000
Administrative/Legal	15,000	15,000
TOTAL	\$900,000	\$900,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2016012

ACTION	DATE
Plans and Specifications submitted to EPD	FEBRUARY 2017
Bid Opening	NOVEMBER 2017
Notice to Proceed	JANUARY 2018
Completion of Construction	MARCH 2021

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorneys Letterhead)

Date

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

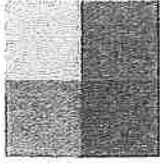
A legal opinion from **SAMS, LARKIN, HUFF & BALLI, LLP** was delivered to you, dated **JANUARY 16, 2018** (the "Closing Opinion"), relating to the Contract for Financing Environmental Facilities and for Other Services (the "Loan Agreement"), dated **FEBRUARY 7, 2018** between **CITY OF BLUE RIDGE** (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **DECEMBER 12, 2017**, of the Borrower. A legal opinion from **SAMS, LARKIN, HUFF & BALLI, LLP** was also delivered to you dated **OCTOBER 8, 2018**, relating to the Modification of Promissory Note and Loan Agreement dated **OCTOBER 19, 2018**. A legal opinion from **BALLI-LAW, LLC** was also delivered to you dated **NOVEMBER 7, 2019** relating to the second modification of Promissory Note and Loan Agreement dated **DECEMBER 13, 2019**. As counsel for the Borrower, I have examined the original of the Third Modification of Promissory Note and Loan Agreement (the "Third Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Third Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modifications. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date



CSC Design, Inc

135 P. Rickman Drive

Suite 100

Canton, GA 30115

June 22, 2020

The Honorable
Mrs. Donna Whitener
Mayor of The City of Blue Ridge
C/O Councilman Mike Panter
480 West First Street
Blue Ridge, GA 30513
Dwhitener@cityofblueridgega.gov

RE: City Hall
As-Built & Conceptual Design

Dear Mayor Whitener,

Thank you for allowing CSC Design, Inc to propose professional services on your new project. We are excited to be assisting you with your new project and this document shall serve as the **Agreement between The City of Blue Ridge (Owner) and CSC Design Inc. (Architect)**. This agreement is based on the Project Description and Scope of Services as indicated below, should the project scope be modified, during the course of the project, the Architect shall be compensated equitably as agreed to by the **Owner and Architect**.

I. Project Outline:

1. Field documentation (measuring & photographic documentation) of existing City Hall facility for generation of CAD floor plans and elevations. These documents can be utilized by the City for future renovation / alteration / or record documents. Agreement also includes conceptual design of proposed expansions (on either side of city hall) to maximize possible footprints for future program use.

II. Scope of Services:

1. Field Documentation

- Site visit to measure and document existing field conditions (interior / exterior wall locations, plumbing fixtures, doors, windows, roof line) for generation of CAD drawings of existing floor plan/s and exterior elevations. The Architect will document plainly visible areas of the building and will not perform any destructive or intrusive investigations at this time. Final CAD and PDF floor plan/s and elevation/s will be provided to the City for their use.

2. Conceptual Design

- Utilizing existing site survey information, as provided by Hayes James and Associates, along with Field Documentation performed under scope item #1 above, the Architect shall provide conceptual floor plan and exterior elevation concepts for future expansion of City Hall. Concepts will depict possible limits of expansion on either side of City Hall along with possible interior modifications to

City Hall. The Architect shall provide black and white 2D plans and elevations (computer generated, hand sketches, etc. at Architects discretion) to demonstrate possible design options.

3. Excluded from Scope of Work

- Site surveying & Civil Engineering
- Mechanical, Electrical, and Plumbing engineering
- 3D modeling
- Color renderings
- Structural Engineering

III. Payments and Compensation to the Architect

1. Fee Schedule

1. Field Documentation	\$3,000
2. Conceptual Design	\$500
<hr/>	
Total Fee	\$3,500

2. The Architect shall be compensated for reimbursable expenses such as reproductions, mileage, and postage. The Architect estimates that reimbursable expenses for this project will be in the range of \$200.00 to \$400.00.
3. Revisions and Addendums requested after the issuance of the Final Construction Drawings will be billed at an hourly rate of \$150/hr, unless such revisions are made necessary by the Architect's error or omission.

IV. Owner's Responsibilities

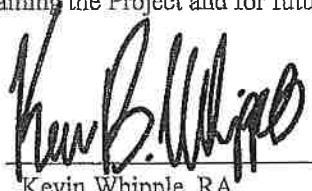
1. Provide full information about the objectives, schedule, and constraints of the project. The Architect may rely on the accuracy and completeness of information furnished by the owner.
2. Provide access to the facility and all rooms requiring field documentation. Architect has provided one (1) initial site visit. If additional site visits are required due to lack of building / room access the Owner will be invoiced \$600 for each additional site visit.
3. Payments are due and payable within thirty (30) days of Owner's receipt of the Architect's Invoice. Payments shall be made by check payable to CSC Design Inc. Undisputed amounts unpaid (30) days after the invoice date shall bear interest from the date payments are due at a rate of (1.5%) per month. NOTE: If a check has been returned for insufficient funds, an invoice reflecting the monies not paid as well as the bank's service charge will be billed to the owner and payment is expected upon receipt of the Architect's Invoice.

V. General Conditions

1. The Owner has the right to cancel Architectural Services at any time for cause or for the Owner's convenience and will be responsible only for payment for services performed up to the date of cancellation. Any cancellation of Architectural Services shall be done in writing.
2. If the Owner fails to make payment on any undisputed amount, then the Architect has the right to suspend work and shall not be held responsible for any delays as a result.
3. If any dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration

Association before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.

4. Changes in scope requested by the Owner that are inconsistent with Owner's prior approval of the Final Design Drawings, may result in additional work and shall be considered beyond the scope of this Agreement. The Architect will notify the Owner, prior to commencement of the additional services, of any time delays and additional fees that may be incurred.
5. The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
6. It is hoped that the services provided by the Architect be respected by both the Owner and the General Contractor. The Architect shall be notified of any proposed divergence from the intent of the work inferable from the Final Construction Documents and the actual work to be performed by the General Contractor. Prior to the execution of the work, the Architect shall approve any changes made to the Architectural design. The Architect's decision, in consultation with the owner, on aesthetic issues arising between the Architect and the General Contractor shall be final if consistent with the intent expressed in the Contract Documents.
7. The Architect may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents. The Architect shall not be required to make continual on-site inspections. The Architect shall make himself reasonably available for any additional site visits requested by the Owner. The Architect shall have reasonable access to the work wherever it is in its preparation or progress.
8. The Architect shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
9. The Owner shall be issued a copy of the design documents including, but not limited to, the Final Construction Documents for their records. They may use this copy for the purposes of completing, maintaining the Project and for future alterations and additions.

By:  06/22/2020
Kevin Whipple, RA Date
Vice President, CSC Design, Inc.

By: _____
Owner / Agent Date

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of July 22, 2013, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for 2020 Ford Explorer with Equipment (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. ☐ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check applicable box)

☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Blue Ridge, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or, ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk



NORTH GA FORD

P.O. BOX 1469 • BLUE RIDGE, GA 30513 • 706-632-8900 • FAX 706-632-7324

NAME CITY OF BLUE RIDGE DATE 07/06/2020

ADDRESS 480 W 1ST ST RES. PHONE (706) 632-2091

CITY BLUE RIDGE STATE GA ZIP 305134678 BUS. PHONE (706) 632-8229

CUSTOMER NO. 20458	STOCK NO. N15116	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR 2020	MAKE FORD TRUCK
------------------------------	----------------------------	---	---------------------	---------------------------

MODEL EXPLORER	BODY STYLE 4 DR AWD	SERIAL NO. 1FM5K8ABXLGC15116	MILEAGE 3
--------------------------	-------------------------------	--	---------------------

RECEIPT NO.	AMOUNT	DATE	INITIAL	PRICE OF VEHICLE	32168.40
-------------	--------	------	---------	------------------	-----------------

RECEIPT NO.	AMOUNT	DATE	INITIAL	NON-FACTORY ADDED EQUIPMENT	
-------------	--------	------	---------	-----------------------------	--

RECEIPT NO.	AMOUNT	DATE	INITIAL	TOTAL PRICE OF VEHICLE & EQUIPMENT	32168.40
-------------	--------	------	---------	------------------------------------	-----------------

TRADE-IN ALLOWANCE					N/A
--------------------	--	--	--	--	------------

TRADING DIFFERENCE					32168.40
--------------------	--	--	--	--	-----------------

ADMINISTRATIVE FEE					N/A
--------------------	--	--	--	--	------------

SALES TAX					N/A
-----------	--	--	--	--	------------

TITLE FEE					N/A
-----------	--	--	--	--	------------

ALL USED CARS SOLD AS IS - NO GUARANTEE

I hereby acknowledge and accept the terms of this agreement and further certify the car I am trading in is free and clear of all liens and incumbrances (Bonded Titles, Salvage Titles, and Flood History) except as otherwise stated herein.

Signature _____

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, Blue Ridge North GA Ford, expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Blue Ridge North GA Ford neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this item/items.

Signature _____

PERSON TO TALK TO	DATE	TIME	YOUR INITIALS	AMOUNT FINANCED	N/A
-------------------	------	------	---------------	-----------------	------------

TRADE YEAR	TRADE MAKE	TRADE MODEL	TRADE BODY STYLE & COLOR
------------	------------	-------------	--------------------------

TRADE SERIAL NO.	MILEAGE	TAG. NO.	STICKER NO.	EXP. DATE
------------------	---------	----------	-------------	-----------

INSURANCE CO.	PAYOFF OWED TO	ACCOUNT NUMBER
---------------	----------------	----------------

POLICY NO.	ADDRESS
------------	---------

AGENCY	PHONE NO.	AMOUNT OF PAYOFF
--------	-----------	------------------

PHONE NO.	CITY	DATE LAST PAID	PAYOFF GOOD UNTIL
-----------	------	----------------	-------------------

PERSON TALKED TO	DATE	TIME	YOUR INITIALS	PERSON TALKED TO	DATE	TIME	YOUR INITIALS
------------------	------	------	---------------	------------------	------	------	---------------

SALESMAN	APPROVED BY:	PURCHASER
----------	--------------	-----------

DANIEL N ITALIANO SIGNED

THIS ORDER IS NOT VALID UNLESS SIGNED & ACCEPTED BY DEALER

The Reynolds and Reynolds Company FL614202 Q (06/07)



President
Vince Williams
Mayor, Union City

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Mayor Pro Tem, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

July 16, 2020

Ms. Alicia Stewart
Finance Director
City of Blue Ridge
480 West First Street
Blue Ridge, Georgia 30513

RE: Direct Installment Program

Dear Ms. Stewart:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by August 31, 2020 to guarantee the 3.21% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

Darin Jenkins
Director of Financial Services

/DJ
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. The lender will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated July 22, 2013, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **Definitions.** Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. **Property.** The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. **Lease Payments.** The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. **Term of Lease.** The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. **Agreements, Representations and Warranties.** Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
- (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
- (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
- (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
- (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
- 6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
- 7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
- 8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

☐ The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

☒ The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Blue Ridge 480 West First Street Blue Ridge, GA 30513-4678 Attn: Finance Director (706) 632-2091	Enclosed	\$35,483.40

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Blue Ridge

Signed By: _____

City Manager or Mayor

Print Name: _____

Attested By: _____

City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____

Executive Director

Attested By: _____

Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
2020 Ford Explorer with Equipment		\$35,483.40

Payment Amortization Report

Owner: City of Blue Ridge GA

SAMPLE

Interest Rate:

3.2100%

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	8/20	0.00	0.00	0.00	35,483.40	0.00	0.00	35,483.40
12	8/21	7,794.48	6,655.46	1,139.02	28,827.94	1,139.02	0.00	28,827.94
24	8/22	7,794.48	6,869.10	925.38	21,958.84	925.38	0.00	21,958.84
36	8/23	7,794.48	7,089.60	704.88	14,869.23	704.88	0.00	14,869.23
48	8/24	7,794.48	7,317.18	477.30	7,552.06	477.30	0.00	7,552.06
60	8/25	7,794.48	7,552.06	242.42	0.00	242.42	0.00	0.00
Totals:		38,972.40	35,483.40	3,489.00		3,489.00		

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated July, 22, 2013 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Blue Ridge (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Blue Ridge

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D

Form **8038-GC**

(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting Authority

Check box if Amended Return ☐

1 Issuer's name City of Blue Ridge	2 Issuer's employer identification number (EIN) 58-601380
3 Number and street (or P.O. box if mail is not delivered to street address) 480 West First Street	Room/suite
4 City, town, or post office, state, and ZIP code Blue Ridge, GA 30513	5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ms. Alicia Stewart, Finance Director	7 Telephone number of officer or legal representative (706) 632-2091

Part II Description of Obligations. Check one: a single issue ☒ or a consolidated return ☐.

8a Issue price of obligation(s) (see instructions)	8a \$35,483.40
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)	
9 Amount of the reported obligation(s) on line 8a that is:	9a \$35,483.40
a For leases for vehicles	9b
b For leases for office equipment	9c
c For leases for real property	9d
d For leases for other (see instructions) 2020 Ford Explorer with Equipment	9e
e For bank loans for vehicles	9f
f For bank loans for office equipment	9g
g For bank loans for real property	9h
h For bank loans for other (see instructions)	9i
i Used to refund prior issue(s)	9j
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k
k Other	
10 If the issuer has designated any issue under section 265(b)(3)(B)(iii) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: Magnolia Bank	
13 Vendor's or bank's employer identification number	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN		Phone no.	
Firm's address				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Checklist for Lease Supplements

In order to ensure **error free processing** of the documents by the bank and **timely disbursement** of your funds, we ask that you pay careful attention to the following information as you complete the documents and organize the additional required documentation such as an insurance certificate and the MV-1 title information.

*On the signature page of **Exhibit E - Lease Supplement**:* Leave the Lease Supplement date blank, obtain either the city manager or mayors signature, based on your city's policies and authorization in Schedule F, and have the City Clerk attest his or her signature and include the City's seal where noted.

Exhibit E - Schedule A: No action required

Exhibit E- Schedule B: No action is required for this schedule. This is a sample amortization schedule and it may change slightly based on the actual closing date.

Exhibit E- Schedule C – Appropriation Certificate: GMA will complete the lease supplement date in the first paragraph based on the actual closing date – DO NOT PUT A DATE HERE. Have the same city official who signed Exhibit E – of the Lease Supplement date and sign and have the City Clerk attest and include the City's seal where noted.

Exhibit E- Schedule D: IRS Form 8038-G for \$100k+ 8038-GC for under \$100k: Have the same City official who signed Exhibit E sign in the Signature and Consent area at the bottom of the form. GMA will complete the dates at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please indicate the title of the City official in the blank and have the same City official sign Exhibit E per this authorization. Check the appropriate box indicating how the funds have been appropriated and have the City Clerk complete the Clerk's certificate area at the bottom, including adding the city's seal. This Resolution/Ordinance should be adopted at a regular council meeting, unless a similar action was taken earlier, at which the Mayor/Council may designate the appropriate City officials to enter into subsequent leases for the appropriate amount.

A COPY OF THE MV - 1 application listing GMA as lienholder should be included for the Vehicle(s) financed as well as a copy of the MSO for vehicles ordered but not delivered.

An insurance certificate showing the following is required:

- Property coverage for the equipment
- Description of each piece of equipment including a serial number, VIN or other unique identifier
- Financial Institution loan number -- Contract # Referenced on Schedule B

Please return the enclosed document and all attachments to:

Georgia Municipal Association

Attention: Financial Services Program Manager

P. O. Box 105377

Atlanta, Georgia 30348

The MV-1 Form, MSO and the insurance certificate may be sent via email.

If you'd like to call me to go over the proper completion of the documents prior to mailing them to us, please do so. The bank completes a very thorough review of the documents and if any area is not completed correctly, it could delay the lease closing and subsequent payment to the city.



2941 Piedmont Rd NE, Suite D, Atlanta, GA 30305

KISS - Invoice # 20201

City of Blue Ridge

Rebecca Harkins

KISS - Kendall Increased Service and Support

Coverage Period: July 1, 2020 - June 30, 2021

Reading Technology

Qty	Ea.			
0	AutoRead Customer Touch Read / Manual System	\$	1,500.00	\$
0	4090 Autogun Touch Read probe wand 4 <	\$	250.00	\$
0	4090 Autogun Touch Read probe wand 4 >	\$	750.00	\$
0	5500 series HHD 4 <	\$	1,000.00	\$
0	5500 series HHD 4 >	\$	1,500.00	\$
0	6500 series HHD 4 >	\$	750.00	\$
0	6500 series HHD 4 >	\$	1,000.00	\$
0	SEMP (Sensus Extended Maintenance Program)	\$	125.00	\$

Drive-by / Radio Read

0	AutoRead / AutoVu Drive by System	\$	2,000.00	\$
0	VXU - 520 r driveby technology 5,000 units <	\$	1,500.00	\$
0	VXU - 520 r driveby technology 5,000 units >	\$	3,000.00	\$
0	walk - by 520 r technology	\$	500.00	\$
0	walk - by 520m technology	\$	1,000.00	\$
0	VGB - 520 m driveby technology	\$	2,000.00	\$

FlexNet License Spectrum Fixed Reading System

1	FlexNet Monitoring and Maintenance	\$	5,000.00	\$	5,000.00
0	Customer Portal	\$	2,000.00	\$	-
1	RNI Device Management	\$	1,500.00	\$	1,200.00
1	Base Station Annual Management	\$	500.00	\$	500.00
0	Remote / Echo	\$	300.00	\$	-
1	Trimble / Archer / 6500 / Command Link 4 or less	\$	500.00	\$	500.00
0	Trimble / Archer / 6500 / Command Link 4 or more	\$	700.00	\$	-
2	Modem Fee for Base Stations push to RNI cloud	\$	480.00	\$	960.00

Product Standardization

1	iPERL as standard meter	\$	(750.00)	\$	(750.00)
1	OMNI as standard large meter application	\$	(750.00)	\$	(750.00)

AutoRead Reporting Utilization

1	Regularly using AutoRead reports for System Maint.	\$	(250.00)	\$	(250.00)
---	--	----	----------	----	----------

Active KISS Participation Discount

1	Maintain - Management - Maximize	\$	(500.00)	\$	(500.00)
---	----------------------------------	----	----------	----	----------

Training Participant Discount

1	Annual and other scheduled trainings	\$	(250.00)	\$	(250.00)
---	--------------------------------------	----	----------	----	----------

Technology Advancement Plan

1	520m radio reading installation plan	\$	(1,225.00)	\$	(1,225.00)
---	--------------------------------------	----	------------	----	------------

KISS annual support fee: \$ 4,435.00

Sensus SaaS YEAR 2

1	RNI Annual Fee	\$	8,148.00	\$	8,148.00
1	Analytics Annual Fee	\$	6,682.00	\$	6,682.00
1	Base Station Annual Warranty - Sunset M400 = 3/12/2019 - 3/12/2020	\$	1,500.00	\$	1,500.00
1	Base Station Annual Warranty - Hardscrabble M400 = 8/1/2020 - 8/1/2021	\$	1,500.00	\$	1,500.00

Sensus annual Drive-by License fee: \$ 17,830.00

Payment Due Date July 15, 2020

Total Due: \$22,265.00



Accepted

Name Signature Title Date

Please sign and email to kevinpurcell@kendallmetering.com. Then please mail the signed original with your payment.

For Daily technical help and for accessing other program features:

Email: kissteam@kendallsupply.com to reach our KISS Team



Matchpoint Water Asset Management Inc
PO Box 12448
Wilmington NC 28405

Estimate

Date	Estimate #
7/17/2020	770

Name / Address
City of Blue Ridge Water & Sewer Shannon Payne 480 West First St Blue Ridge, GA 30513

Ship To
City of Blue Ridge Water & Sewer Shannon Payne 480 West First St Blue Ridge, GA 30513 Becky Harkins: 706-632-2091

P.O. No.	Terms	Rep	Project
	2%15 Net 30	JT	

Item	Description	Qty	Cost	Total
Service-LDS	1-Week of Leak Detection Services Matchpoint can start this project on August 3rd, if necessary. Note: While onsite for this project, Matchpoint will cover the outstanding 1.75 Day of LDS that we owe the City of Blue Ridge.	1	7,000.00	7,000.00
			Total	USD 7,000.00

Phone #	Fax #	Web Site
910-509-7225	910-509-7226	www.matchpointinc.us

Signature _____



Matchpoint Water Asset Management Inc
PO Box 12448
Wilmington NC 28405

Estimate

Date	Estimate #
7/17/2020	771

Name / Address
City of Blue Ridge Water & Sewer Shannon Payne 480 West First St Blue Ridge, GA 30513

Ship To
City of Blue Ridge Water & Sewer Shannon Payne 480 West First St Blue Ridge, GA 30513 Becky Harkins: 706-632-2091

P.O. No.	Terms	Rep	Project
	2%15 Net 30	JT	

Item	Description	Qty	Cost	Total
Service-LDS	2-Weeks of Leak Detection Services Matchpoint can start this project on August 3rd, if necessary. Note: While onsite for this project, Matchpoint will cover the outstanding 1.75 Day of LDS that we owe the City of Blue Ridge.	1	13,000.00	13,000.00

			Total	USD 13,000.00
--	--	--	--------------	---------------

Phone #	Fax #	Web Site
910-509-7225	910-509-7226	www.matchpointinc.us

Signature _____



3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097
(678) 417-4000 · FAX (678) 417-4055
www.keckwood.com

Alicia Stewart, CPA
Finance Director
City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513

April 15, 2020
Project No: 160142.00
Invoice No: 1338289

Project 160142.00 Blue Ridge TE Project - PI 0010677
Professional Services from March 1, 2020 to March 27, 2020

Phase	000010	Studies & Reports
Fee		
Total Fee	97,896.00	
Percent Complete	100.00	Total Earned 97,896.00
		Previous Fee Billing 97,896.00
		Current Fee Billing 0.00
		Total Fee 0.00
		Total this Phase 0.00

Phase	000045	Construction Contract Administration	
Professional Personnel			
	Hours	Rate	Amount
Staff Engineer III	10.00	145.00	1,450.00
Staff Engineer II	7.50	130.00	975.00
Design Technician	13.00	85.00	1,105.00
Totals	30.50		3,530.00
Total Labor			3,530.00

Reimbursable Expenses

Travel & Subsistence		
3/25/2020	Ramshaw, James	96.86
Total Reimbursables		96.86

Total this Phase \$3,626.86

Total this Invoice \$3,626.86



3090 Premiere Parkway, Suite 200
 Duluth, Georgia 30097
 (678) 417-4000 · FAX (678) 417-4055
 www.keckwood.com

Alicia Stewart, CPA
 Finance Director
 City of Blue Ridge
 480 W. 1st Street
 Blue Ridge, GA 30513

May 15, 2020
 Project No: 160142.00
 Invoice No: 1338430

Project 160142.00 Blue Ridge TE Project - PI 0010677

Professional Services from March 29, 2020 to April 25, 2020

Phase	000010	Studies & Reports		
Fee				
Total Fee		97,896.00		
Percent Complete	100.00	Total Earned	97,896.00	
		Previous Fee Billing	97,896.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	000045	Construction Contract Administration		
Professional Personnel				
		Hours	Rate	Amount
Staff Engineer III		12.00	145.00	1,740.00
Staff Engineer II		22.50	130.00	2,925.00
Totals		34.50		4,665.00
Total Labor				4,665.00

Reimbursable Expenses

Travel & Subsistence				
4/16/2020	Bryant, Derek	Travel to/from Blue Ridge walkthough	95.93	
Total Reimbursables			95.93	95.93

Total this Phase \$4,760.93

Total this Invoice \$4,760.93



3090 Premiere Parkway, Suite 200
 Duluth, Georgia 30097
 (678) 417-4000 · FAX (678) 417-4055
 www.keckwood.com

Alicia Stewart, CPA
 Finance Director
 City of Blue Ridge
 480 W. 1st Street
 Blue Ridge, GA 30513

June 15, 2020
 Project No: 160142.00
 Invoice No: 1338611

Project 160142.00 Blue Ridge TE Project - PI 0010677
Professional Services from April 26, 2020 to May 30, 2020

Phase	000010	Studies & Reports		
Fee				
Total Fee		97,896.00		
Percent Complete	100.00	Total Earned	97,896.00	
		Previous Fee Billing	97,896.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	000045	Construction Contract Administration		
Professional Personnel				
		Hours	Rate	Amount
Staff Engineer III		3.00	145.00	435.00
Staff Engineer II		8.00	130.00	1,040.00
Totals		11.00		1,475.00
Total Labor				1,475.00

Reimbursable Expenses

Freight, Postage, Delivery Ser				
5/27/2020	UNITED PARCEL SERVICE		9.23	
Total Reimbursables			9.23	9.23

Total this Phase \$1,484.23

Total this Invoice \$1,484.23



3090 Premiere Parkway, Suite 200
 Duluth, Georgia 30097
 (678) 417-4000 · FAX (678) 417-4055
 www.keckwood.com

Alicia Stewart, CPA
 Finance Director
 City of Blue Ridge
 480 W. 1st Street
 Blue Ridge, GA 30513

July 15, 2020
 Project No: 160142.00
 Invoice No: 1338823

Project 160142.00 Blue Ridge TE Project - PI 0010677

Professional Services from May 31, 2020 to June 27, 2020

Phase	000010	Studies & Reports		
Fee				
Total Fee		97,896.00		
Percent Complete	100.00	Total Earned	97,896.00	
		Previous Fee Billing	97,896.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase 000045 Construction Contract Administration
 Professional Personnel

	Hours	Rate	Amount	
Staff Engineer III	3.25	145.00	471.25	
Totals	3.25		471.25	
Total Labor				471.25
		Total this Phase		\$471.25
		Total this Invoice		\$471.25

Invoice**Carter & Sloope**

CONSULTING ENGINEERS

Mayor Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

May 20, 2020
C&S Project No: B7970.008
Invoice No: 24434

C&S Project B7970.008 General Consulting II

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include creating a Google Earth KMZ file for the Morganton service delivery area (\$533.75), requesting sewer video proposal from Townley Construction for Mineral Springs Road (\$306.25), review of storm water ordinance proposal and Watershed Protection Plan (\$825.00), checking on landfill options for accepting WWTF sludge (\$330.00), coordination of sewer video by Townley Construction along West Main Street (\$225.00), and discussions with City Council members about Pack Property and potential retention pond (\$393.75).

Engineering Services from March 1, 2020 to May 17, 2020**Professional Personnel**

	Hours	Rate	Amount
Principal III	6.75	225.00	1,518.75
Project Engineer I	6.25	100.00	625.00
Project Engineer II	3.00	110.00	330.00
Project Engineer V	1.00	140.00	140.00
Totals	17.00		2,613.75
Total Labor			2,613.75

Total this Invoice \$2,613.75

Outstanding Invoices

Number	Date	Balance
24219	3/6/2020	4,657.50 <i>pd</i>
Total		4,657.50

Total Now Due \$7,271.25

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith
Matt Smith, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk

Invoice**Carter & Sloope**

CONSULTING ENGINEERS

Mayor Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

May 20, 2020
C&S Project No: B7970.018
Invoice No: 24435

C&S Project B7970.018 WWTF Improvements, Temperature & Metals
We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued monitoring of metals (copper and mercury) and temperature based on EPD requirements and on-going discussions with City staff about temperature control options.

Engineering Services from March 1, 2020 to May 17, 2020

Task	001	Preliminary			
Professional Personnel					
			Hours	Rate	Amount
Principal III			.50	225.00	112.50
Project Engineer I			.50	100.00	50.00
Totals			1.00		162.50
Total Labor					162.50
Total this Task					\$162.50
<hr/>					
Task	999	Reimbursable Expenses			
Consultants					
Pace Analytical Services, LLC					3,939.90
Total Consultants					3,939.90
Total this Task					\$3,939.90
Total this Invoice					\$4,102.40

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith, P.E.

cc: Ms. Kelsey Ledford, City Clerk
C&S Office - Canton

Invoice**Carter & Sloope**

CONSULTING ENGINEERS

Mayor Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

May 20, 2020
C&S Project No: B7970.027
Invoice No: 24436

C&S Project B7970.027 Hwy 5 Sewer Improvements

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued discussions with City staff regarding status of proposed sewer improvements as it relates to the GDOT road project and providing additional information to City Council on work performed to date and invoicing summary.

Engineering Services from July 14, 2019 to May 17, 2020**Professional Personnel**

	Hours	Rate	Amount
Principal III	3.75	225.00	843.75
Totals	3.75		843.75
Total Labor			843.75
Total this Invoice			\$843.75

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith, P.E.

cc: Ms. Kelsey Ledford, City Clerk
C&S Office - Canton

Invoice**Carter & Sloope**

CONSULTING ENGINEERS

Mayor Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

May 20, 2020
C&S Project No: B7970.041
Invoice No: 24438

C&S Project B7970.041

2020 WPCP NPDES Permit Renewal

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include assisting the Water & Sewer Department staff with preparing the application for the WPCP NPDES permit renewal, including priority pollutant scan and WET testing by Pace Analytical.

Engineering Services from March 1, 2020 to May 17, 2020

Professional Personnel

	Hours	Rate	Amount
Principal III	.50	225.00	112.50
Project Engineer I	16.50	100.00	1,650.00
Administrative Support Staff I	6.25	55.00	343.75
Totals	23.25		2,106.25
Total Labor			2,106.25

Consultants

Pace Analytical Services, LLC	500.25
Total Consultants	500.25

Total this Invoice \$2,606.50

Outstanding Invoices

Number	Date	Balance
24225	3/6/2020	5,132.36
Total		5,132.36

Total Now Due \$7,738.86

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith
Matt Smith, P.E.

cc: C&S Office - Canton
Kelsey Ledford, City Clerk

Hayes | James
COMMERCIAL, RESIDENTIAL & BLANKETED
3530 EAST FIRST STREET
SUITE 1
BLUE RIDGE, GEORGIA 30513
TEL (706) 632-4581
FAX (706) 632-4582
CERTIFICATE OF AUTHORIZATION
NO. LFC000255

CONCEPT LAYOUT - PARKING
FOR
MOUNTAIN ST & CITY PARKING LOT
CITY OF BLUE RIDGE
FANNIN CO, GA

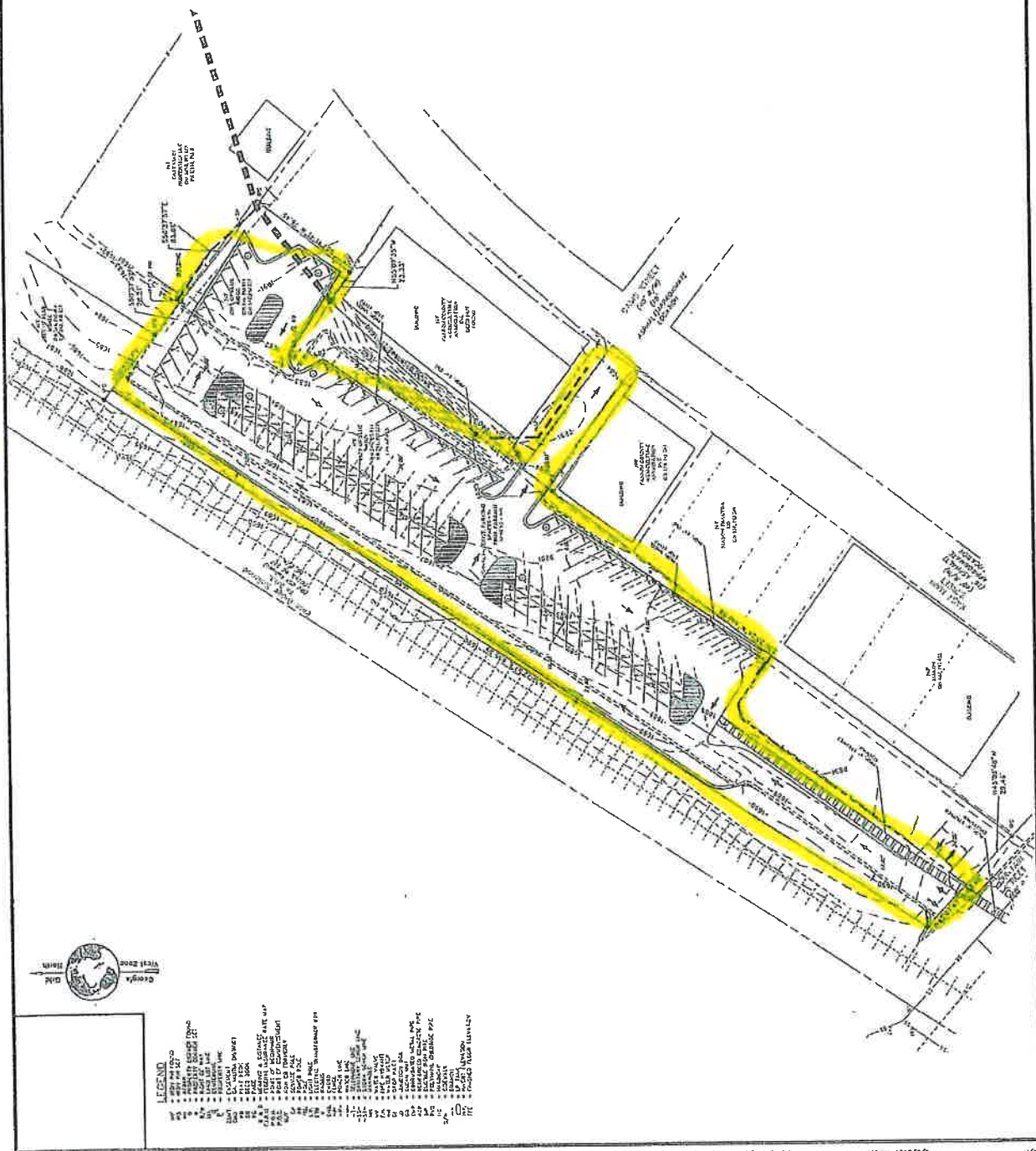
PROD. SECTION
Land Entry: 278
Dist: 1st B2
Section: 2nd
County: Fulsda
State: Georgia

Project No. 19-31-C
Drawn by: UNH
Checked by: DMH
Scale: 1"=2'
Date: 8/2/2003

DATE	TIME	LOCATION	REMARKS

© Copyright 2019 WILEY-LISSON ASSOCIATES, INC.
All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without permission in writing from the publisher.

GENERAL NOTES

[illegible]

PRO-STRIPE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/26/2020	1461

Name / Address
City of Blue Ridge att Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			city parking
Description	Qty	Rate	Total
1. Clean and fill cracks, as deemed necessary. 2. The pavement shall be thoroughly cleaned to remove all dirt and debris. 3. Apply two (2) coats of quality asphalt sealer.	1	6,950.00	6,950.00
Thank you for the opportunity to bid on this project.			Total \$6,950.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandsealinc01@gmail.com	

Estimate

Stripe-It Right Inc.

6499 Old Cleveland Rd.

P.O. Box 607

Clermont, Ga., 30527

7709837055

Date	Estimate #
6/29/2020	6484

City of Blue Ridge
480 West First Street
Blue Ridge GA

Location

City of Blue Ridge
Mountain St. and
City Parking lot

Project

Description	Total
<ul style="list-style-type: none">- Clean with power blower- Crack seal approximately 200 feet- Apply Titan sealer over lot 2 coats- 4675 Sq. Yds. @ 1.25 Sq yd Lump sum	0.00
* did not figure in new asphalt new pavement needs to cure at least six months before sealing	5,843.75
We are licensed and insured	Total \$5,843.75

PRO-STRIFE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/18/2020	1451

Name / Address
City of Blue Ridge att Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			Quote #3
Description	Qty	Rate	Total
Parking Lot striping with directional arrows	1	4,100.00	4,100.00
Thank you for the opportunity to bid on this project.			Total \$4,100.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandsealinc01@gmail.com	

Estimate

Stripe-It Right Inc.

6499 Old Cleveland Rd.

P.O. Box 607

Clermont, Ga., 30527

7709837055

Date	Estimate #
6/29/2020	6485

City of Blueridge
480 West First Street
Blueridge GA

Location

City of Blue Ridge
Mountain St. and
City Parking lot

Project

Description	Total
- Thermo stripe crosswalk on road	800.00
- Layout and paint parking lot with 2 coats traffic paint ;	
- 191 feet of 5' crosswalk with traffic paint	
- 103 spaces	
- 5 hashouts	
- 17 directional arrows	2,950.00
Lump sum	
We are licensed and insured	Total \$3,750.00

PRO-STRIFE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/18/2020	1449

Name / Address
City of Blue Ridge att Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			Quote #1
Description	Qty	Rate	Total
Depot Street paint striping center and edge lines, 2 Stop Bars	1	2,000.00	2,000.00
Thank you for the opportunity to bid on this project.			Total \$2,000.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandsealinc01@gmail.com	

PRO-STRIPE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/18/2020	1450

Name / Address
City of Blue Ridge att Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			Quote #2
Description	Qty	Rate	Total
Industrial Park Road paint striping center and edge lines	1	2,000.00	2,000.00
Thank you for the opportunity to bid on this project.			Total \$2,000.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandsealinc01@gmail.com	

PRO-STRIFE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/18/2020	1452

Name / Address
City of Blue Ridge att Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			Quote #1
Description	Qty	Rate	Total
Buffen Gap Road paint striping center and edge lines	1	1,500.00	1,500.00
Thank you for the opportunity to bid on this project.			Total \$1,500.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandscaline01@gmail.com	

PRO-STRIFE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/18/2020	1453

Name / Address
City of Blue Ridge at Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			Quote # 5
Description	Qty	Rate	Total
thermoplastic striping 8' Crosswalks, 5' Sidewalks & large Directional Arrows (crosswalks striped across streets)	1	4,195.00	4,195.00
Thank you for the opportunity to bid on this project.			Total \$4,195.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandsealinc01@gmail.com	

PRO-STRIFE

1993 Pleasant Grove Road
Blairsville, Georgia 30512

Estimate

Date	Estimate #
6/26/2020	1460

Name / Address
City of Blue Ridge att Jeff Stewart 480 West First Street Blue Ridge, GA 30513

			Project
			RXR marking
Description	Qty	Rate	Total
thermoplastic striping - RXR markings and stop bars on 6 streets (1750 ea)	12	1,750.00	21,000.00
Thank you for the opportunity to bid on this project.			Total \$21,000.00

Phone #	Fax #	E-mail	Web Site
706-745-1319	706-745-0052	prostripeandsealinc01@gmail.com	



QUOTE NO
6325

QUOTE

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513
Phone (706) 632-2091
Fax (706) 632-3278

VALID THRU	JOB SITE	DATE
3/13/2020	City of Blue Ridge--2020--	2/13/2020

DESCRIPTION	UNIT PRICE	EXTENDED
Vacant Lot on East First Street next to Co-op	0.00	0.00
Demo and disposal of curb and gutter on North west side of lot, removal of top soil and grading to facilitate drainage (1,042 square yards)	2.41	2,511.22
Installation and Compaction of Base Material (1,042 square yards)	5.61	5,845.62
Installation and Compaction of 2" F-Mix Asphalt (1,042 square yards)	14.97	15,598.74

TOTAL QUOTED PRICE:

23,955.58

* means item is non-taxable

Office: (706) 632-2255 • Fax: (706) 632-2256
Physical & Mailing Address: 302 Tom Boyd Road • Blue Ridge, GA 30513



Established since 1950

Colwell Construction Company, Inc
PO Box 850, Blairsville, GA 30514
Office: 706.745.6239
Fax: 706.745.9582

JOB WORK ESTIMATE

DATE: June 25, 2020
PROJECT: Co-Op Parking Lot
QUOTE NO. 1
CUSTOMER: City of Blue Ridge
ADDRESS: 480 W. First Street
CITY, STATE/ZIP CODE: Blue Ridge, GA 30513
PHONE: 706.632.2091
EMAIL: islewart@cityofblueridgega.gov

ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICING
99	Tons	2" compacted 9.5mm asphalt	\$145.00	\$14,355.00
TOTAL ESTIMATE:				\$14,355.00

TERMS: DUE UPON COMPLETION

ALL PRICES EFFECTIVE: 06/25/20 TO 07/25/20
ESTIMATE BEING CANCELED.

This is a unit price work estimate. The price can change if quantities increase or decrease.

CUSTOMER

BY SIGNING & MAILING OR FAXING BACK, THIS BECOMES A WORK ORDER. THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LUKE COLWELL

COLWELL REPRESENTATIVE



Bid Proposal for City of Blue Ridge Hydrants

CUSTOMER	CITY OF BLUE RIDGE STOCK-KENNESAW 480 WEST FIRST STREET BLUE RIDGE, GA 30513	Job City of Blue Ridge Hydrants Bid Date: 07/13/2020 Bid #: 1407725
	Sales Representative Patrick Bailey (T) 770-423-0583 Patrick.Bailey@coreandmain.com	Core & Main 2111 Moon Station Dr Kennesaw, GA 30144 (T) 770-423-0583
CONTACT		
NOTES		



Bid Proposal for City of Blue Ridge Hydrants

CITY OF BLUE RIDGE
Bid Date: 07/13/2020
Core & Main 1407725

Core & Main
2111 Moon Station Dr
Kennesaw, GA 30144
Phone: 770-423-0583
Fax: 770-425-8897


Seq#	Qty	Description	Units	Price	Ext Price
10	9	5-1/4VO 129 HYD 4'0"B 6MJ 3W 1-1/2 OP NUT O/L SILVER L/ACC	EA	1,666.65	14,999.85
				Sub Total	14,999.85
				Tax	0.00
				Total	14,999.85

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

QUOTE 6-24-20

866124

Statement		DATE	TERMS
TO	CITY OF BLUE RIDGE		
IN ACCOUNT WITH	JIM MASHBURN 455-2052		
REF Roberts Way +/-			
SIDEWALK - 150 FT			
WITH REQ ADA PADS			
#5700.00			
DEMO AND REPAIR CURB			
			
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT



Colwell Construction Company, Inc
PO Box 850, Blairsville, GA 30514
Office: 706.745.6239
Fax: 706.745.9582

Established since 1950

JOB WORK ESTIMATE

DATE: May 5, 2020
PROJECT: East Main Street- Sidewalk Project 2020
QUOTE NO. 1
CUSTOMER: City of Blue Ridge
ADDRESS: 480 W. First Street
CITY, STATE/ZIP CODE: Blue Ridge, GA 30513
PHONE: 706.632.2091
EMAIL: jstewart@cityofblueridgega.gov

ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICING
17	CY	70' length x 5' wide sidewalks (4" deep)	\$550.00	\$9,350.00
2	EA	ADA Handicap Ramps	\$1,500.00	\$3,000.00
TOTAL ESTIMATE:				\$12,350.00

TERMS: DUE UPON COMPLETION

ALL PRICES EFFECTIVE: 05/05/20 TO 06/04/20
ESTIMATE BEING CANCELED.

This is a unit price work estimate. The price can change if quantities increase or decrease.

CUSTOMER

BY SIGNING & MAILING OR FAXING BACK, THIS BECOMES A WORK ORDER. THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LUKE COLWELL

COLWELL REPRESENTATIVE

Stephens & Sons
P.O. Box 714
Mineral Bluff, Ga. 30559
706-258-3777

Estimate for:
Jeff Stewart
City Hall Blue Ridge, Ga.

1) Repairs on deck at the train station (M/L).....\$ 4,140.00

Can get started within 30 days.

Please make check payable to: James Stephens

Estimate For Blue Ridge Depot

Replace Decking Boards That are
Marked with Paint and Replace
6x6^s That are ~~be~~ Rotted
and Secure any other material
on Outside Deck That need
be

\$2850.00

Pete Gray

706-455-2266

From: [Jeff Stewart](#)
To: [Barbie Gerald](#)
Cc: [Kelsey Lindford](#)
Subject: RE: Postal Box
Date: Monday, July 13, 2020 7:50 39 AM
Attachments: [image001.png](#)

Ok,
Kelsey can you still add to the meeting ?

Jeff Stewart
City of Blue Ridge
Zoning, Land Development and Project manager
(Office) 706-632-2091 ext. 2
(Cell) 706-633-6160
(Fax) 706-632-3278
jstewart@cityofblueridgega.gov

From: Barbie Gerald <bgerald@cityofblueridgega.gov>
Sent: Sunday, July 12, 2020 1:29 PM
To: Jeff Stewart <jstewart@cityofblueridgega.gov>
Subject: RE: Postal Box

Donna said they had to vote on this Tuesday, correct?

From: Jeff Stewart
Sent: Friday, July 10, 2020 3:33 PM
To: Barbie Gerald
Subject: Postal Box

I found this one on mailbox's.com. It has the smaller one's also has the larger one's for Business.

(1 of 6) >



Salsbury Cluster Box Unit (Includes Pedestal) - 8 A Size Doors - Type VI - Sandstone - USPS Access

Model # 3306SAN-U

IN STOCK usually ships within 1-2 days

[Live Chat](#)

\$1,875.00

Color: Sandstone



Size: 30.5" W x 62" H x 18" D

Weight: 165 lbs

Volume Discounts

Quantity	Price
2 - 5	\$1,735.00
6 +	\$1,595.00

> [Contact Us for Bulk Pricing](#)

Quantity: 1

[Add To Cart](#)

Jeff Stewart
City of Blue Ridge
Zoning, Land Development and Project manager
(Office) 706-632-2091 ext. 2
(Cell) 706-633-6160
(Fax) 706-632-3278
jstewart@cityofblueridgega.gov



1625 Spectrum Drive, Suite 100
Lawrenceville, GA 30043
770.962.2222

Invoice

Date	Invoice #
5/22/2020	115939

Bill To
City of Blue Ridge 480 West First Street Blue Ridge, GA 30513

Ship To
Customer Pick Up

P.O. Number #	
Project/Job Ref.	

Payment Terms	Invoice Due Date	Ordered By	Transafe Rep	Ship Date	Via	F.O.B.
Net 30	6/21/2020	Tony	KM	5/22/2020	CPU	Transafe
Quantity	Item Code	Description	U/M	Price Each	Amount	
18	02-CS1830	PRODUCTION SIGN 18x30 / HIP Black White 24" Down x 30" Wide West Main Street Parking	ea	43.31	779.58	
18	SP300	SQUARE SIGN POST - 10 FT X 2" 14 Gauge - GDOT Type 7 (25 per bundle)	ea	31.14	560.52	
60	RR-07PB6Y	PARKING BLOCK Rubber 6' Striped Yellow (does not include hardware) - 4 fasteners needed	ea	46.32	2,779.20	
240	RR-07REBAR-G	GALVANIZED REBAR SPIKES 14" for Speed Bump and Parking Block Asphalt Installation	ea	4.75	1,140.00	
		Total sales tax calculated by AvaTax		0.00	0.00	

Total	\$5,259.30
Payments/Credits	\$0.00
Balance Due	\$5,259.30

S.O. No.	45952
-----------------	-------

PURCHASE ORDER

DATE

7/8/20

28851

THIS NO. MUST APPEAR ON INVOICE,
B/L, CASES, BUNDLES, PACKING LISTS,
AND CORRESPONDENCE

TO <u>Depot St Drain Project</u>			7-9 Jim Mashburn 866125 \$1,100.00 6/17 Home Depot \$357.81 + \$27.70 CITY OF BLUE RIDGE 480 West First Street Blue Ridge, Georgia 30513				
<u>Lance Trucking</u>			Fannin Co-Op - grass seed \$126.95				
<u>Ace Hardware + Fannin Co-Op</u>			6/12 10135850 90.00 6/12 10135853 \$36.95				
PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION		PRICE	UNIT	AMOUNT
			Lance - Gravel				5049.59
		7/31 157494	\$1696.58		6/8 157593	\$1053.42	
		6/12 157688	\$2299.59				
			Ace - Culvert + Supplies				2093.67
		6/3 300684	\$1,620.00		6/5 301064	\$41.94	
		6/3 300690	\$360.00		6/8 301309	\$48.90	
		6/4 300883	\$22.83				\$7413.26
							\$1,270.21

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

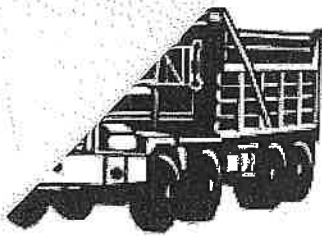
REQ. _____

PA. _____

CP-3630

1,100.00
357.81
27.70

Total = \$ 8,755.72



LANCER TRUCKING, INC.
P.O. Box 8, BLUE RIDGE, GA 30513
706 632-2248 • 706-632-6235 Fax

INVOICE

CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE, GA 30513

PAGE #: 1
INVOICE #: 00157494
INVOICE DATE: 5/31/2020
CUSTOMER #: 1020

DATE	TICKET #	SERVICE	QUANTITY	UNIT/MEAS.	RATE	AMOUNT
5/28/2020	DELIVERED TO: 4614037	PO # 1224 FREIGHT/MATERIAL	19.17	TONS	30.06	576.25
5/28/2020	4614049	FREIGHT/MATERIAL	18.56	TONS	30.06	557.91
5/28/2020	4614030	FREIGHT/MATERIAL	18.71	TONS	30.06	562.42
PLEASE PAY THIS AMOUNT ==>						1,696.58

Terms: NET 30 DAYS

Past Due Accounts over 30 days will be charged a finance charge of 1.5% per month.
Customer is responsible for attorney's fees, if legal action is taken.

(customer copy)



LANCE TRUCKING, INC.
P.O. Box 8, BLUE RIDGE, GA 30513
706 632-2248 • 706-632-6235 Fax

INVOICE

DePot ST

CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE, GA 30513

PAGE #: 1
INVOICE #: 00157688
INVOICE DATE: 6/12/2020
CUSTOMER #: 1020

DATE	TICKET #	SERVICE	QUANTITY	UNIT/MEAS.	RATE	AMOUNT
6/9/2020	DELIVERED TO: 4615188	PO # 1850				
6/9/2020	4615060	FREIGHT/MATERIAL	19.32	TONS	30.06	580.76
6/9/2020	4615158	FREIGHT/MATERIAL	19.56	TONS	30.06	587.97
6/9/2020	4615175	FREIGHT/MATERIAL	18.81	TONS	30.06	565.43
		FREIGHT/MATERIAL	18.81	TONS	30.06	565.43
PLEASE PAY THIS AMOUNT ==>						2,299.59

Terms: NET 30 DAYS

Past Due Accounts over 30 days will be charged a finance charge of 1.5% per month.
Customer is responsible for attorney's fees, if legal action is taken.

(customer copy)



LANCE TRUCKING, INC.
P.O. Box 8, BLUE RIDGE, GA 30513
706 632-2248 • 706-632-6235 Fax

INVOICE

CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE, GA 30513

Depot
ST

PAGE #: 1
INVOICE #: 00157593
INVOICE DATE: 6/8/2020
CUSTOMER #: 1020

DATE	TICKET #	SERVICE	QUANTITY	UNIT/MEAS.	RATE	AMOUNT
6/3/2020	DELIVERED TO: 4614549	PO # 1650	19.20	TONS	27.39	525.89
6/3/2020	4614548	FREIGHT/MATERIAL FREIGHT/MATERIAL	19.26	TONS	27.39	527.53
PLEASE PAY THIS AMOUNT ==>						1,053.42

Terms: NET 30 DAYS

Not Due Accounts over 30 days will be charged a finance charge of 1.5% per month.
Customer is responsible for attorney's fees, if legal action is taken.

(customer copy)

ACE HARDWARE BLUE RIDGE LLC
4344 OLD HIGHWAY 76
P.O. BOX 1280
BLUE RIDGE, GA. 30513
PHONE: (706) 632-8002

PAGE NO 1

Customer No.	Job No.	Purchase Order No	Reference	Terms	Clerk	Date	Time
2002		1651	PO # 1651	NET 25TH	TJ	6/ 3/20	8:50

Sold To
CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE GA 30513

Ship To

DUE DATE: 6/25/20
TERM#555
DOC# 300684/5
DUPLICATE
* INVOICE *

TAX : 007 GOVERNMENT

SHIPPED	ORDERED	UN	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
9		EA	1520PLASTIC	CULVERT PLASTIC PIPE 15X20	9	180.00 /EA	1,620.00
** AMOUNT CHARGED TO STORE ACCOUNT **					1,620.00	TAXABLE	0.00
(DERRICK CALLIHAN)						NON-TAXABLE	1620.00
						SUBTOTAL	1620.00
						TAX AMOUNT	0.00
						TOTAL AMOUNT	1620.00

X *Derrick Callihan*
Received By

ACE HARDWARE BLUE RIDGE LLC
4344 OLD HIGHWAY 76
P.O. BOX 1280
BLUE RIDGE, GA. 30513
PHONE: (706) 632-8002

PAGE NO 1

Customer No.	Job No.	Purchase Order No	Reference	Terms	Clerk	Date	Time
2002		1651	PO # 1651	NET 25TH	TJ	6/ 3/20	9:04

Sold To
CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE GA 30513

Ship To

DUE DATE: 6/25/20
TERM#555
DOC# 300690/5
DUPLICATE
* INVOICE *

TAX : 007 GOVERNMENT

SHIPPED	ORDERED	UN	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
2		EA	1520PLASTIC	CULVERT PLASTIC PIPE 15X20	2	180.00 /EA	360.00
** AMOUNT CHARGED TO STORE ACCOUNT **					360.00	TAXABLE	0.00
(DERRICK CALLIHAN)						NON-TAXABLE	360.00
						SUBTOTAL	360.00
						TAX AMOUNT	0.00
						TOTAL AMOUNT	360.00

X
Received By

ACE HARDWARE BLUE RIDGE LLC
 4344 OLD HIGHWAY 76
 P.O. BOX 1280
 BLUE RIDGE, GA. 30513
 PHONE: (706) 632-8002

PAGE NO 1

Customer No.	Job No.	Purchase Order No.	Reference	Taxes	Clerk	Date	Time
2002		1651	PO # 1651	NET 25TH	TJ	6/ 4/20	9:25

Sold To
 CITY OF BLUE RIDGE
 480 WEST FIRST STREET
 BLUE RIDGE GA 30511

Ship To

DUE DATE: 6/25/20

TERM#555

DOC# 300883/5

DUPLICATE

INVOICE

TAX : 007 GOVERNMENT

SHIPPED	ORDERED	UM	SEV	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
6		EA	4816SB	BLOCK SOLID 4X8X16	6	2.14 /EA	12.84
1		EA	1338599	HYDRAULIC WATER-STOP 104	1	9.99 /EA	9.99
					22.83	TAXABLE	0.00
						NON-TAXABLE	22.83
						SUBTOTAL	22.83
						TAX AMOUNT	0.00
						TOTAL AMOUNT	22.83

** AMOUNT CHARGED TO STORE ACCOUNT **
 (DERRICK CALLIHAN)

X *Derrick Callihan*
 Received By

ACE HARDWARE BLUE RIDGE LLC
4344 OLD HIGHWAY 76
P.O. BOX 1280
BLUE RIDGE, GA. 30513
PHONE: (706) 632-8002

PAGE NO 1

Customer No.	Job No.	Purchase Order No	Reference	Terms	Clark	Date	Time
2002		2512	PO # 2512	NET 25TH	TJ	6/ 5/20	9:15

Sold To
CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE GA 30513

Ship To

DUE DATE: 6/25/20

TERM#555

DOC# 301064/5
DUPLICATE
* INVOICE *

TAX : 007 GOVERNMENT

SHIPPED	ORDERED	DM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
6		EA	WS	WHEAT STRAW BALE	6	6.99 /EA	41.94
** AMOUNT CHARGED TO STORE ACCOUNT **					41.94	TAXABLE	0.00
(DERRICK CALLIHAN)						NON-TAXABLE	41.94
						SUBTOTAL	41.94
						TAX AMOUNT	0.00
						TOTAL AMOUNT	41.94

X *Derrick Callihan*
Received By

ACE HARDWARE BLUE RIDGE LLC
4344 OLD HIGHWAY 76
P.O. BOX 1280
BLUE RIDGE, GA. 30513
PHONE: (706) 632-8002

PAGE NO 1

Customer No.	Job No.	Purchase Order No	Reference	Terms	Clark	Date	Time
2002		2512	PO # 2512	NET 25TH	TJ	6/ 8/20	10:35

Sold To
CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE GA 30513

Ship To

DUE DATE: 6/25/20

TERM#555

DOC# 301309/5
DUPLICATE
* INVOICE *

TAX : 007 GOVERNMENT

SHIPPED	ORDERED	DM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
10		BC	CONMIX	CONCRETE MIX 80LB.	10	4.89 /BG	48.90
** AMOUNT CHARGED TO STORE ACCOUNT **					48.90	TAXABLE	0.00
(DERRICK CALLIHAN)						NON-TAXABLE	48.90
						SUBTOTAL	48.90
						TAX AMOUNT	0.00
						TOTAL AMOUNT	48.90

X *Derrick Callihan*
Received By

FANNIN COUNTY COOP
LIKE US ON FACEBOOK : FANNIN CO-OP
370 E. MAIN ST / P.O. Box 336
BLUE RIDGE GA 30513
706-632-5425

BLUE RIDGE CITY OF
480 WEST FIRST ST
BLUE RIDGE GA 30513
Cust.# 10000547 Phone: (706)-632-2019

INVOICE

10135853

2:16 PM June 12, 2020 AH

OTS SPREADER OVER THE SHOULDER
1 @ 36.95 36.95
CHARGE REF: PO # 2512

Subtotal 36.95
Tax & Fees 0.00
Total Sale 36.95

Charge: STOREACCOUNT 36.95

A service charge of 1.5% per month will
be made on all charges if payment has
not been received by 60 days (Annual
rate of 18%)

I agree

THANK YOU
VISIT US ON THE Web

FANNIN COUNTY COOP
LIKE US ON FACEBOOK : FANNIN CO-OP
370 E. MAIN ST / P.O. Box 336
BLUE RIDGE GA 30513
706-632-5425

BLUE RIDGE CITY OF
480 WEST FIRST ST
BLUE RIDGE GA 30513
Cust.# 10000547 Phone: (706)-632-2019

INVOICE

10135850

1:56 PM June 12, 2020 LIZA

CREEP RED FESCUE 50 #
1 @ 90.00 90.00

Subtotal 90.00
Tax & Fees 0.00
Total Sale 90.00

Charge: STOREACCOUNT 90.00

A service charge of 1.5% per month will
be made on all charges if payment has
not been received by 60 days (Annual
rate of 18%)

I agree

THANK YOU
VISIT US ON THE Web

From: [Alicia Stewart](#)
To: [Kelsey Ledford](#)
Cc: [Tony Byrd](#)
Subject: FW: Message from "RNP002673AAE6CD"
Date: Monday, July 20, 2020 2:19:59 PM
Attachments: [20200720143232222.pdf](#)

Kelsey,

Attached is I believe an additional invoice for the Depot St project for the sidewalk. Depot St project was on the Council meeting to approve for around \$7k for gravel & pipe. I'm thinking this should be added to it and included in the total cost of the project? Tony can confirm if this is all the same project and advise if there are any additional invoices expected for this project.

Thanks!

Alicia Stewart, CPA
City of Blue Ridge
Finance/ HR Director
706-632-2091 ext. 6
Fax: 706-946-3288

-----Original Message-----

From: Barbie Gerald <bgerald@cityofblueridgega.gov>
Sent: Monday, July 20, 2020 2:33 PM
To: Alicia Stewart <astewart@cityofblueridgega.gov>
Subject: Message from "RNP002673AAE6CD"

This E-mail was sent from "RNP002673AAE6CD" (MP C2503).

Scan Date: 07.20.2020 14:32:31 (-0400)
Queries to: bgerald@cityofblueridgega.gov



**More saving.
More doing.™**

COMMENTS PLEASE CONTACT STORE MGR
HOLLY_E.CHANDLER@HOMEDEPOT.COM

1771 00002 76006 06/17/20 02:40 PM
SALE CASHIER CYNTHIA

045242155965 M18 CIRCSW <A> 119.00N
MKE M18 6-1/2" CIRC SAW (TOOL ONLY)
008925142768 DIABLO660FIN <A> 21.97N
DIABLO 6-1/2"X60T ULTRA FINISH
045242519200 M18-12AHBT <A,S> 189.00N
M18 12.0AH BATTERY
090489133498 BALUSTER <A>
2X2-42" PT BEVEL 1 END BALUSTER
3280.87 27.84N

SUBTOTAL 357.81
SALES TAX 0.00
TAX EXEMPT
TOTAL \$357.81
XXXXXXXXXXXX0252 HOME DEPOT 357.81
AUTH CODE 017219/9020704 TA

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2091 SUMMARY
THIS RECEIPT PO/JOB NAME: 2670

PRO XTRA SPEND THIS VISIT: \$357.81
2020 PRO XTRA SPEND 06/16: \$14,890.46

This purchase qualifies for FUEL
DISCOUNTS and 60 DAYS TO PAY on The Home
Depot Commercial Credit Card. Ask an
Associate to learn more or go to
homedepot.com/financeoptions.



1771 02 76006 06/17/2020 2237

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 06/17/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 154072 152303
PASSWORD: 20317 152301

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.™**

COMMENTS PLEASE CONTACT STORE MGR
HOLLY_E.CHANDLER@HOMEDEPOT.COM

1771 00001 41226 06/17/20 01:38 PM
SALE CASHIER KASHANNA

098945072893 1X4X12 S1S2E <A>
1 X 4 X 12 - S1S2E STD BAND SAWN EWP
205.87 11.74N
727396155182 8.25 HARDIE <A>
8-1/4"X12' PRIMED CEDARMILL HARDIE
207.98 15.96N

SUBTOTAL 27.70
SALES TAX 0.00
TAX EXEMPT
TOTAL \$27.70
XXXXXXXXXXXX0252 HOME DEPOT 27.70
AUTH CODE 017245/9013262 TA

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2091 SUMMARY
THIS RECEIPT PO/JOB NAME: 2670

PRO XTRA SPEND THIS VISIT: \$27.70
2020 PRO XTRA SPEND 06/16: \$14,862.76

This purchase qualifies for FUEL
DISCOUNTS and 60 DAYS TO PAY on The Home
Depot Commercial Credit Card. Ask an
Associate to learn more or go to
homedepot.com/financeoptions.



1771 01 41226 06/17/2020 4611

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 06/17/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 84512 82742
PASSWORD: 20317 82741

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P214677R1

Date: 30-Jun-20

To

Blue Ridge, City of
 480 West First Street
 Blue Ridge, GA 30513
 United States of America

Quote To

Mark Patterson
 Blue Ridge, City of
 Lift Station
 242 Windy Ridge Rd
 Blue Ridge, GA 30513
 United States of America

Ph: 706-632-2091

Fax: 706-632-328

Ph: 706-632-2303

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Well Pump PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1	Line: 001 Part: 19250003 475S300-3 6NPT 6" 60 Grundfos Submersible Well Pump 6" NPT Discharge / 6" Motor Diameter 3 Stages All Stainless Construction Pump Only - Motor Sold Separately Expiration Date: 30-Jul-20 Rev: 5 to 7 days	\$2,648.00	\$2,648.00	
1	Line: 002 Part: 96166168 MS6000QFT40 Grundfos Submersible Motor 6" Diameter 30 hp 3450 rpm 460 v 3 ph Rated at 46 FLA 60 lbs Expiration Date: 30-Jul-20 Rev: 7 to 10 days	\$3,249.00	\$3,249.00	
1	Line: 003 Part: SHIPPING & HANDLING CHARGES Freight on Inbound Materials In Bound Standard Ground Shipping Charges Expiration Date: 30-Jul-20 Rev:	\$266.00	\$266.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.	Total:	\$6,163.00	



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P214677R1

Date: 30-Jun-20

To

Blue Ridge, City of
 480 West First Street
 Blue Ridge, GA 30513
 United States of America

Quote To

Mark Patterson
 Blue Ridge, City of
 Lift Station
 242 Windy Ridge Rd
 Blue Ridge, GA 30513
 United States of America

Ph: 706-632-2091

Fax: 706-632-328

Ph: 706-632-2303

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price		Amount
	<p>3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount.</p> <p>4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery</p> <p>THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.</p>			

PURCHASE ORDER

DATE

07/07/20

28790

THIS NO. MUST APPEAR ON INVOICE,
B/L, CASES, BUNDLES, PACKING LISTS,
AND CORRESPONDENCETO Goforth Williamson Inc
373 O'Dell Rd
Griffin GA 30224CITY OF BLUE RIDGE
480 West First Street
Blue Ridge, Georgia 30513

PLEASE SHIP THE FOLLOWING MERCHANDISE:

TERMS

F.O.B.

SHIPPING DATE

7-10 Days

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
1	Each		6" Submersible Pump 475S300-3 6NPT 6" 60	2648 00	Ea	2648 00
1	Each		6" Submersible Motor MS6000 QFT40 460V 3	3249 00	EA	3249 00
FOB Freight						266 00

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

Total \$ 6,163.00

REQ. _____

PA. _____

CP-3630

PURCHASE ORDER

DATE

07/07/20

28530

THIS NO. MUST APPEAR ON INVOICE,
B/L, CASES, BUNDLES, PACKING LISTS,
AND CORRESPONDENCETO Goforth Williamson Inc.
373 O'Dell Rd
Griffin GA 30224CITY OF BLUE RIDGE
480 West First Street
Blue Ridge, Georgia 30513

PLEASE SHIP THE FOLLOWING MERCHANDISE:

F.O.B.

SHIPPING DATE

5-7 Days

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
1	Each		6" Submersible Pump 475S300-3 6NPT 6" 60	2648 00	Ea	2648 00
FOB Freight						266 00
						2914 00

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. _____

PA. _____

CP-3630

866128

Statement

DATE

TERMS

TO

CITY/Blue Ridge
 Dept STAFF/EAST FIRST ST
 REPAIR

IN ACCOUNT WITH

Jim Mashburn 706-455-2052

70' +/- x 2' Tall One Sided
 Wall \$4000-

12' x 16' x 1' Road Side Catch Basin SK H/early
 5' +/- x 52" x 8" Sidewalk 4K/comp
 COMPACTION
 GRAVEL?

REBAR/WIRE

RISER PLACEMENT

OR CONSTRUCT

\$4800-

\$10,800

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT



QUOTE

QUOTE NO
6582

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513
Phone (706) 632-2091
Fax (706) 632-3278

VALID THRU	JOB SITE	DATE
9/1/2020	City of Blue Ridge--2020--	8/3/2020

DESCRIPTION	UNIT PRICE	EXTENDED
Install sidewalk and small retaining wall on Depot Street, includes reinforced apron	9,800.00	9,800.00

TOTAL QUOTED PRICE:

9,800.00

* means item is non-taxable



QUOTE

QUOTING
6582

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513
Phone (706) 632-2091
Fax (706) 632-3278

VALID THRU	JOB SITE	DATE
9/1/2020	City of Blue Ridge--2020--	8/3/2020

The Following Notes Apply:

1. No erosion control costs are included.
2. No materials field testing costs are included.
3. No costs are included for the removal and replacement of any unsuitable or unstable soil materials if possibly encountered within the existing sub-grade area.
4. Johnson Paving, LLC assumes no responsibility for any possible settlement that may occur due to unsuitable or unstable subgrade or base material
5. No costs are included for any pavement edge or curb backfill and/or landscaping.
6. Final billing quantities will be calculated by the completed project measurements.
7. Asphaltic Concrete unit prices are as per current material quotation unit prices and are subject to possible change. Any possible increases would be due primarily to the continued volatility and the rising costs of asphalt bitumen and fuel used in the manufacture of all asphalt products.
8. All quantities quoted are based on averages. Asphalt thickness may vary throughout the project.

We propose to furnish all materials, labor and equipment in complete accordance with the above specifications and payment is to be made as invoiced. Please sign, date, and return within 30 days if the above bid is acceptable. We appreciate the opportunity to furnish this bid to you and look forward to a continued business relationship.

Yours truly,

JOHNSON PAVING, LLC

Earl W. Johnson

DATE OF ACCEPTANCE

PRINTED NAME

AUTHORIZED SIGNATURE

The main sewer lift station coming into the plant is in need of repairs. Estimated at \$8163.22 to rehab the pump and replace the power cable. The pitted part inside the pump is leaving enough gap to allow rags/debris to clog the pump and stopping it completely. The power cable has a broken grommet allowing water to get in that could eventually get to the motor. I would like to consider this emergency since it may be a while till the next council meeting and we only have 1 other pump at this station, but we will discuss at DH meeting.

PURCHASE ORDER

7-21-20

TO TRO Pump

PLEASE SHIP THE FOLLOWING MERCHANDISE:

TERMS

F.O.B.

SHIPPING DATE

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
			Main Pump Station			
			Repair pump + cable			
			Paid 7/21 at meeting - TO be Ratified at Council meeting			\$8163.20

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ.

PA.

Pro Pump Solutions, Inc.

343 Phillips Drive

Cleveland, GA 30528

Main Phone Number 678-454-1030

QUOTE

Quoted By:

Mike Ventry

DATE 7/13/2020

EST # P200160

JOB #

TO: City of Blue Ridge

LOCATION: Main Pump Station

NAME: James Weaver

PHONE: 706-633-9489

EMAIL: brsewer@etcmail.com

MODEL Flygt 3300.181

SN: 9760041

HP 88

IMP 463

VOLTAGE 460/3

SCOPE OF WORK: Pull pump and replace 40' cable and remove & replace damaged suction cover on bottom of volute. This project will be confined space entry due to the way the cable comes out of the wet well. Customer to supply cable grib to be attached to panel

CAUSE OF FAILURE: Also we will reuse the newly install brass wear ring in old suction cover

QTY	DESCRIPTION	**Quote valid 30 days unless stated otherwise**	EACH	PRICE
1	Rubber Grommet		\$26.40	\$26.40
1	Pump Top O-ring		\$28.29	\$28.29
1	Volute O-ring		\$51.87	\$51.87
1	Suction Cover O-ring		\$45.26	\$45.26
1	Suction Cover (volute bottom)		\$3,560.00	\$3,560.00
40	Subcab Cable AWG 1/3-2-1-GC (Flygt)		\$59.41	\$2,376.40
3	Confined Space Entry Labor (3 men required)		\$525.00	\$1,575.00
1	Destination Fee		\$350.00	\$350.00
1	ESTIMATED SHIPPING AND HANDLING			\$150.00

ESTIMATED PARTS AND DELIVERY TO PRO PUMP: ABOUT 4-6 WEEKS, ARO.

TAXES ARE NOT INCLUDED, IF APPLICABLE

TOTAL ESTIMATE

\$8,163.22

Pro Pump Solutions, Inc. honors all standard manufactures warranty on parts. Please note: the scope of work represents the complete description of all work to be performed. Any additional service work required to complete the job and not covered in the scope of work, will be quoted and must be approved before completion.

TAXES, Pickup, Delivery, Destination and/or Installation fee may not be covered in this estimate.

Per above You WILL be charged on your final invoice for any of the above, if applicable. Non Negotiable.

Any equipment/pump(s) left over 90 days must be picked up if not in process of repairing.

THANK YOU FOR YOUR BUSINESS!

****Ending Invoice** Total invoice will be due within 30 days of invoice date.**

If your entity holds any percentage, it has to be approved by PPS before check is mailed.

LEGAL DISCLAIMER: This document is intended to be used by the business, individual or entity named on the document. This document, and the complete contents of such, are strictly confidential, privileged and proprietary between Pro Pump Solutions, Inc. and the business, government agency, individual or association that it is issued to, in whole or in part. It is strictly forbidden to copy, share, forward or make use of any data that is found in this document. THANK YOU.

908



ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:

Customer Name:

Water System ID:

Invoice Number:

BLUE RIDGE WATER SYSTEM

GA1110000

DW-2020-000908

Total Due : \$ 7,610.00**Bill To:**

BLUE RIDGE WATER SYSTEM

HARKINS, REBECCA

480 W. FIRST STREET

BLUE RIDGE, GA 30513

Notification:Check Water System Information
gadrikingwater.net**Account Information:**
TOTAL AMOUNT DUE ON **08/21/2020****BILLING SUMMARY**

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2020 - 06/30/2021	7/10/2020	\$ 7,610.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,610.00

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
6,112	84	1	C	SW	Coliform	\$ 1,010.00
					Chemical	\$ 6,600.00
					Total :	\$ 7,610.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 7,610.00	\$ 7,610.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late Fee	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
908	\$ 7,610.00	DW-2020-000908

DUE DATE:	08/21/2020
TOTAL AMOUNT DUE:	\$ 7,610.00
TOTAL AMOUNT PAID:	

BLUE RIDGE WATER SYSTEM
HARKINS, REBECCA
480 W. FIRST STREET
BLUE RIDGE, GA 30513

MAIL PAYMENT TO:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392

From: [Rebecca Harkins](#)
To: [Nathan Fitts](#); [Rhonda Haight](#); [Donna Whitener](#); [Robbie Cornelius](#); [Harold Herndon](#); [Kelsey Ledford](#); [Mike Panter](#)
Cc: [Jeff Stewart](#)
Subject: water audit and newspaper article
Date: Monday, July 13, 2020 5:07:09 PM
Attachments: [CITY OF BLUE RIDGE WATER AUDIT AND NEWSPAPER ARTICLE 2020.docx](#)

Good afternoon,

I have attached my explanation regarding the newspaper article and water loss. I feel like the reporter just didn't understand the audit and audit language. I also want to add that VPC or production cost is so much lower than retail customer because VPC **does not** include: cost of meters, meter maintenance, meter reading, billing, customer service, distribution overhead including labor ,pump stations and pump station maintenance, or aging infrastructure. If you get faced with the question or feel the need to explain the difference between VPC and Retail cost then that is a quick summary of the main items. I have an out of town Dr apt tomorrow that I really can't miss so I doubt I will be back for the meeting. if you have any questions please feel free to call me this evening or in the morning. I have also explained this to Jeff Stewart.

Rebecca Harkins
Utility Billing Supervisor

City of Blue Ridge Water & Sewer
480 West First St
Blue Ridge, GA 30513

706-632-2091
706-632-3278 fax

CITY OF BLUE RIDGE WATER AUDIT AND NEWSPAPER ARTICLE

In response to the recent article that customers on the Blue Ridge system pay \$1 million extra:

I believe that comes from the article writer not understanding the audit and not a purposeful misrepresentation. I have had numerous trainings and hold a state license to certify and send a water audit to EPD, so I understand how this could be misunderstood by someone with little or no training. Basically there is box on the bottom right of the first page of the audit that says "Use Customer Retail Unit Cost to value real losses". If this box is checked then the dollar amount shown on second page will reflect what we could have sold that water for or "Customer Retail Unit Cost". If the box is unchecked it then values water at a variable production cost or VPC. This box can be checked and unchecked anytime to look at different numbers. Basically VPC is the cost we have in treating the water at the water plant. VPC would be the correct representation of what we had invested in water losses for that year. For example: If you buy a pair of shoes for \$25.00 and mark them for sale for \$100.00 but then they went missing. You didn't lose \$100.00, you only lost \$25.00. The newspaper article represented the numbers as the \$100 or what we would have sold them for and not what we had in the item. Also it is unrealistic to assume we could have sold all that extra water because we don't have the demand. Again I believe this is because the writer just didn't understand the Audit and Audit language. I have highlighted in pink the clear difference on the attachments for you. It plainly says to the right of the number which one you are looking at what that number represents.

2019 City of Blue Ridge Water Audit information as submitted and approved by

EPD- Annual cost of apparent losses -	\$27,835
Annual cost of Real Losses -	\$73,784
Total Cost Valued at VPC	\$101,619
Total cost Valued at Customer retail -	\$1,157,712